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BRIAN W. BURNETT

January 13, 2006

**VIA FEDERAL EXPRESS**

Matthew Cohn  
U.S. Environmental Protection Agency  
Region 8  
999 18<sup>th</sup> Street, Suite 300  
Denver, CO 80202-2466

Re: Vermiculite Intermountain Site – Salt Lake City, Utah

Dear Matt:

This response is submitted on behalf of the Van Cott Bagley Cornwall & McCarthy Profit Sharing Trust ("Van Cott Trust") by this law firm and the law firm of Holland & Hart to your letters on behalf of the United States Environmental Protection Agency ("EPA") dated May 26, 2005, June 28, 2005, and July 27, 2005 and November 23, 2005 regarding the Vermiculite Intermountain Site, 333 West 100 South ("Site") and PacifiCorp's letter to EPA dated June 14, 2005 discussing settlement.

After review of these letters, the Van Cott Trust has the following comments:

1. **Response Costs.**

The Van Cott Trust has not yet been able to make specific proposals regarding settlement between the parties at the Site because these proposals have been premature due to several pending matters, including response costs and EPA's factual basis for its view of the Van Cott Trust's role and liability. On June 8, 2005, the Van Cott Trust requested information from EPA and PacifiCorp regarding their response costs associated with the Vermiculite Intermountain Site, and stated that it would respond to settlement proposals after the information was provided.

The Van Cott Trust received some but not all of the information from EPA regarding its response costs in EPA's June 28, 2005 letter. On July 29, 2005, PacifiCorp provided a "partial response" to the Van Cott Trust's June 8, 2005 letter. Neither the response from EPA or PacifiCorp included key information requested by the Trust. For example, information relating to where the contamination was discovered, its condition, and volume, or a categorization of response costs

relating to different portions of the Site was not included. PacifiCorp's response included costs for "work not done yet" and estimates for some of the project.

The Van Cott Trust has, through Paul Phillips, again requested information from EPA in person and in letters dated October 24, 2005 and December 15, 2005 relating to, among other things, shipping invoices relating to the Van Cott Trust's role and the Site Administrative Record. The Trust has not yet received this information.

Before potential settlements can be evaluated, all parties need to have a better understanding of the actual response costs which have been incurred to date and if those costs are appropriate. Any allocations before that time are speculative and cause proposals to swing wildly. However, based upon the limited facts we are aware of, the Van Cott Trust provides the following preliminary response to the issues in the proposals.

2. **Responsibility of PacifiCorp.**

For discussion purposes, EPA has proposed allocating response costs among some of the parties. The Van Cott Trust disagrees with the settlement allocation proposals relating to others, including PacifiCorp. One example of the problems contained in EPA's proposed response cost allocation is that EPA's letter dated June 28, 2005 mistakenly asserts that the Van Cott Trust owned the Site from 1974 to 1984, and leased to Vermiculite Intermountain for a period of ten years. This is not accurate. The Van Cott Trust did not acquire any ownership in the Site until 1979, and Vermiculite Intermountain left the Site in 1984, a period of only 5 years.

The factual and legal issues discussed herein need to be resolved before the Van Cott Trust can fairly assess its responsibility regarding the Site. Given that caveat, we can review what we currently know about the Site and compare that information with the "Gore Factors" which courts in Utah have recognized, among other factors, to help them determine appropriate allocation of responsibilities for environmental response costs.

The "Gore Factors" are as follows:

- (i) the ability of the parties to demonstrate that their contribution to a discharge, release or disposal of a hazardous waste can be distinguished;
- (ii) the amount of the hazardous waste involved; (iii) the degree of toxicity of the hazardous waste involved; (iv) the degree of involvement by the parties in the generation, transportation, treatment, storage, or disposal of the hazardous waste; (v) the degree of care exercised by the parties with respect to the hazardous waste concerned, taking into account the characteristics of such hazardous waste; and (vi) the degree of cooperation by the parties with the Federal, State or local officials to prevent any harm to the public health or the environment.

Ekotek Site PRP Committee v. Self, 1 F.Supp.2d 1282, 1293 (D.Utah 1998).

(a) Ability of the party to distinguish its contribution.

PacifiCorp purchased a portion of the Site in 1911 and allowed Utah Lumber to utilize the property beginning in 1919. Intermountain Insulation Company (which later changed its name to Vermiculite Intermountain, herein "Vermiculite Intermountain"), an affiliated company of Utah Lumber, was organized in 1941 and began using the Site. See PacifiCorp Third West Substation Site History Report dated March 26, 2004 ("Site History Report").

A corrugated iron building was constructed on the East side of PacifiCorp's property in approximately 1941 for use by Vermiculite Intermountain. See Site History Report, pg. 6-7. The 1949 Sanborn Map lists the building on the East side of PacifiCorp's property as "Insulating Material Works" and "Rock Grinding" which were used for Vermiculite Intermountain's operations. Attached as Exhibit 1 is a copy of the 1949 Sanborn Map.

Vermiculite Intermountain utilized the Site for its operations from early 1940s through 1954, when PacifiCorp sold the Site to Utah Lumber, who had been leasing the Site from PacifiCorp. PacifiCorp knew that the Site was and would be used to process vermiculite material from Grace. PacifiCorp knew that it was selling the Site to Utah Lumber so that the processing of vermiculite ore could continue at the Site. Attached as Exhibit 2 is a memo from Utah Power & Light dated March 10, 1952 where the use of the property for a "zonolite production plant" is discussed. In short, for its own business purposes, PacifiCorp "opened the door" to asbestos processing at the Site, and therefore bears a different and greater share of responsibility for the contamination which ensued.

PacifiCorp was a next door neighbor to Vermiculite Intermountain from 1954 until it repurchased the property in 1984, four years after CERCLA was passed. PacifiCorp was very familiar with the property, since it owned the Site from 1911 to 1954, a 43-year period, including 35 years where Utah Lumber and its affiliate Vermiculite Intermountain leased and used the premises. After PacifiCorp repurchased the site in June 1984, it continued to lease the Site to Vermiculite Intermountain until December 1984.

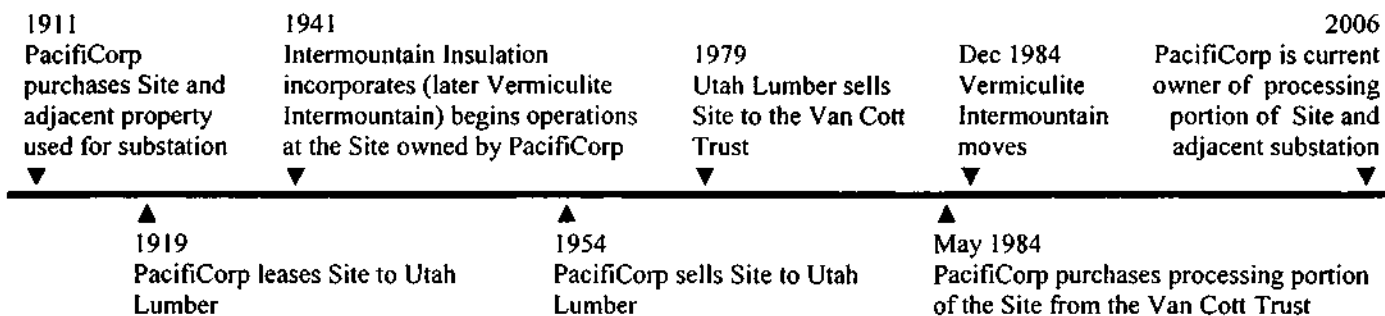
After Vermiculite Intermountain moved from the Site, PacifiCorp, which owned the Site, demolished the vermiculite facility choosing how and where the materials from Vermiculite Intermountain's operations were distributed. Attached as Exhibit 3 is a copy of an invoice from The John Henry-Mackay Company dated June 10, 1986 whereby the Van Cott Trust was provided a bid for demolition of the Utah Lumber building. A bid for the PacifiCorp property where the vermiculite process occurred was also provided. The Van Cott Trust did not contract for the demolition of the Vermiculite Intermountain building.

PacifiCorp has owned the Site from 1984 through today, another 22 years. PacifiCorp has either owned, leased, or been next to the Site since 1911, approximately 95 years, including 65 years since Vermiculite Intermountain began operations. PacifiCorp owned the Site for approximately 13 years during the operations of Vermiculite Intermountain. Since 1911, PacifiCorp has owned the Site 65 years, or 68% of the time, versus the Van Cott Trust's ownership of five years or 5% of the time. During the period of operations of Vermiculite Intermountain, from 1941 through

1984, 43 years, PacifiCorp owned the Site approximately 13 years or approximately 30% of the time, versus the Van Cott Trust's ownership of five years or approximately 11% of the time. Vermiculite Intermountain owned the Site for 25 years or approximately 58% of the time.

The Van Cott Trust owned the Site from 1979 to 1984, during which it leased to a holdover tenant, the Utah Lumber Company. The Van Cott Trust owned the Site for at most five years during its occupation by Vermiculite Intermountain. As stated above, EPA has mistakenly asserted that the Van Cott Trust owned the Site for ten years, effectively overstating by double the actual years of ownership while Vermiculite Intermountain occupied the Site. Moreover, there has been no evidence provided that Vermiculite Intermountain actually operated a processing facility on the Site during the period it was owned by the Van Cott Trust. This is the reason why the Trust has requested access to the shipping invoices EPA has in its possession. On the other hand, correspondence from Vermiculite Intermountain to the Van Cott Trust discusses the intended transfer by Vermiculite Intermountain of all operations to a new facility within a few months after the Site was acquired by the Van Cott Trust.

The Van Cott Trust purchased the Site in 1979, before the passage of CERCLA, and was unaware of any problems. Having previously owned and leased the Site to Utah Lumber and Vermiculite Intermountain, PacifiCorp repurchased the processing portion of the Site four years after the passage of CERCLA. As is demonstrated by the timeline below, PacifiCorp's involvement with the entire Site, and in particular that portion on which vermiculite was processed is much more significant and extensive than the Van Cott Trust's at most five-year involvement.



Case law has emphasized that the relative length of ownership of the property is a significant factor in determining allocations to multiple owners of a particular site. In Tosco Corp. v. Koch Industries, Inc., 216 F.3d 886 (10<sup>th</sup> Cir. 2000), the district court allocated remediation costs based solely on the duration of refinery operations under appellant's ownership relative to a 37-year period between 1946 and 1983. Appellant argued the district court should have based appellant's fair share on the relative productive capability of each responsible party. Nevertheless, the appellate court held that allocation based on relative duration of ownership produced a fair result.

(b) Volume of waste involved.

No evidence has been provided to demonstrate that the volume of asbestos waste from the processing of vermiculite ore from 1941 to 1954 as referenced in Exhibit I as "Insulating Material Works, Rock Grinding" differed from other time frames.

The Van Cott Trust believes that Vermiculite Intermountain's business activity on the Site was greatly diminished during the 1979 to 1984 timeframe, and may have involved clerical work only, or at most, storage of finished product.

Based upon the information we have, when comparing the ownership of the Site during operations of Vermiculite Intermountain, it appears that PacifiCorp owned the Site for at least 13 years or 30% of the time compared to five years for the Van Cott Trust, which was only 11% of the time assuming that any operations occurred during the period the Site was owned by Van Cott Trust.

(c) Toxicity of the waste.

The processes on the Site resulted in waste which includes asbestos. We do not have any information regarding the toxicity of the waste for these timeframes.

(d) Involvement in hazardous waste generation, treatment, storage, and disposal.

PacifiCorp is a current and former owner of the Site which was leased to companies that were involved in vermiculite operations. PacifiCorp has owned all or a portion of the Site since 1911, with the exception of the 1954 to 1984 time frame, and has continuously owned the adjacent substation site since 1911. PacifiCorp "opened the door" to asbestos processing by leasing the Site to Vermiculite Intermountain in 1941 and then selling the Site to Utah Lumber, knowing that Vermiculite Intermountain would process vermiculite. After operating next to the Site and being fully aware of Vermiculite Intermountain's business, PacifiCorp repurchased the processing portion of the Site in 1984 and has owned and managed that portion of the Site since that time, taking actions which included demolishing the vermiculite processing operations.

The Van Cott Trust owned the Site from 1979 to 1984 when Vermiculite Intermountain was a holdover tenant.

(e) The degree of care exercised by the parties with respect to hazardous waste.

The Van Cott Trust was not aware of any environmental concerns relating to the Site and after selling the processing portion of the Site, had asphalt parking installed on its remaining property effectively sealing the area.

The Van Cott Trust does not know what actions PacifiCorp took regarding the demolition of the vermiculite processing facility at the Site.

(f) The degree of cooperation with regulatory agencies.

The Van Cott Trust's understanding is that PacifiCorp has cooperated with the agencies regarding the Site, but the Van Cott Trust has also cooperated with the agencies regarding the Site.

Upon review of the Gore Factors discussed above, PacifiCorp should receive a much larger share of the allocated responsibility for the Site's response costs. PacifiCorp has suggested a proposed settlement relating to response costs at the Site and allocated 50% more responsibility to the Van Cott Trust than PacifiCorp. This is absurd. PacifiCorp "opened the door" to asbestos processing at the Site, and "but for" this fateful decision – made for PacifiCorp's own business reasons – none of the ensuing contamination (and resulting cleanup costs) would have occurred. As is demonstrated above, as between the costs not allocated to other parties, PacifiCorp should bear a significantly higher percentage of responsibility than the Van Cott Trust. PacifiCorp suggests that the vermiculite processes during the period from 1941 to 1954, when it owned and leased the Site differed from the processes during the period from 1954 to 1984, but provides no evidence that the amount of asbestos waste differed over those time periods. However, we do know that vermiculite operations using Grace material began at the Site in 1941 when PacifiCorp owned the Site and that during PacifiCorp's earlier ownership there was a building next to the railroad spur used for "Insulating Material Works Rock Grinding." See Exhibit 1. A much larger allocation of response costs to PacifiCorp also takes into account the current owner and arranger liability that must also be considered regarding PacifiCorp that the Van Cott Trust does not have. We do not know the extent of any operations during the short period of the Van Cott Trust's ownership.

3. Responsibility of W.R. Grace.

Based upon what is known about the Site, W.R. Grace, et al. ("Grace") should bear a much greater responsibility for response costs than any previous proposal has included. Grace filed for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware on April 2, 2001. In its Statements and Schedules, Grace scheduled a contingent, undisputed, unliquidated Environmental Claim for Intermountain Insulation Co. located at the Site, and noted that the amount of the claim was unknown.

On March 28, 2003, EPA filed a Proof of Claim in the Grace bankruptcy for 32 sites including response costs associated with the Site in the amount of approximately \$300,000. EPA states that it has expended \$2,340,234.95 in removal costs and oversight costs regarding the Site. EPA stated that it expects Grace to pay \$500,000 of the response costs related to the Site. If that happens, Grace will pay approximately 21% of EPA's response costs, but be allowed to disregard other response costs at the Site.

On January 4, 2005, the Van Cott Trust and PacifiCorp filed a Joint Motion for Leave to File Late Proofs of Claim in the Grace bankruptcy. Grace objected to these claims. On September 22, 2005, the Bankruptcy Court entered a Final Order denying the Joint Motion. On October 3, 2005, the Van Cott Trust and PacifiCorp appealed the Final Order to the United States District

Court for the District of Delaware. If Grace prevails and prevents the claims from the Van Cott Trust and PacifiCorp relating to the Site and only pays \$500,000 to EPA, Grace will only pay approximately 7% of EPA's estimate for total Site cleanup (\$500,000 out of \$6,839,000). This would be a huge miscarriage of justice. Grace's involvement with the Site is fundamental and pivotal:

- (a) Grace knew that the vermiculite ore contained asbestos,
- (b) Grace knew that the licensed process released asbestos from the ore resulting in disposal of asbestos,
- (c) Grace knowingly sent the ore to its licensee Vermiculite Intermountain so that it could make Grace's licensed product Zonolite,
- (d) Grace retained an interest in the vermiculite ore which contained asbestos through its licensing arrangements and retained a royalty interest in the ultimate licensed product.

Despite all the information pointing to Grace as the major cause of the environmental cleanup, EPA stated in its May 26, 2005 letter that it "will determine an appropriate share (between \$0 and \$500,000) that will be deducted proportionately from each party's contribution" relating to Grace's responsibility. EPA did not allocate any responsibility to Grace in its letter. Certainly Grace's responsibility relating to this Site must be significantly higher.

EPA is negotiating a national settlement with Grace for all 32 sites. The Van Cott Trust is concerned that the appropriate percentage of EPA's national settlement with Grace will not be applied to the Site. In other words, there is a possibility that in the national settlement, EPA's allocation between the 32 sites will only factor in \$500,000 for the Site and may therefore inappropriately shortchange the Site.

If EPA is unwilling to seek a much higher amount of compensation in the Grace bankruptcy for the Site, EPA should be willing to absorb a more significant portion of its response costs at the Site relating to the Grace bankruptcy because EPA will or should be receiving significant funds from the national settlement for the Site.

#### **4. Responsibility of the Owners of the Frank Edwards Building.**

In order to have a fair distribution of responsibility at the Site, all potentially responsible parties need to participate in settlement discussions. EPA stated that it incurred \$588,683 in response costs to cleanup the Frank Edwards building on the corner of 100 South and 300 West. This building was sold to La Quinta in 1998. Attached as Exhibit 4 is a copy of the ownership history of the property where the Frank Edwards building is located along with the relevant deeds from 1961 to 2005, including some of the time period relating to Vermiculite Intermountain's operation. Also enclosed is Exhibit 5, which is information regarding individuals associated with the property. The Van Cott Trust has never owned this building or the property where it is located.

The owners of the Frank Edwards building are liable pursuant to the CERCLA either as a current owner or as a person who at the time of disposal of a hazardous substance owned the property where hazardous substances were disposed of. *See* 42 U.S.C.A. 9607(a) (1) and (2). EPA has failed to explain why no responsibility has been allocated to the current and former owners of the Frank Edwards building.

5. **Responsibility of the Owners of the Artistic Printing Building.**

As discussed above, all potentially responsible parties need to participate in settlement discussions. EPA stated that it incurred \$1,155,244 in response costs to cleanup the Artistic Printing building on the corner of 100 South and 400 West. Attached as Exhibit 6 is a copy of the ownership history of the property where the Artistic Printing building is located along with the relevant deeds from 1953 to 2005, including some of the time period relating to Vermiculite Intermountain's operation. Also enclosed is Exhibit 7, which is information regarding individuals associated with the property. The Van Cott Trust has never owned this building or the property where it is located.

The owners of the Artistic Printing building are liable pursuant to the CERCLA either as a current owner or as a person who at the time of disposal of a hazardous substance owned the property where hazardous substances were disposed of. *See* 42 U.S.C.A. 9607(a) (1) and (2). EPA has failed to provide the documentation supporting why no responsibility has been allocated to the current or former owners of the Artistic Printing building.

6. **Orphan Share.**

EPA's Orphan Share Policy should be applicable to the Site to account for Vermiculite Intermountain and others who are not available to pay their appropriate share of response costs relating to the Site. In EPA's May 26, 2005 letter, it stated that an Orphan Share "is not available, as an affiliation existed between Vermiculite Intermountain and other parties receiving this letter". This position was restated in the June 28, 2005 and November 23, 2005 letters. The Van Cott Trust disagrees with EPA's interpretation of the Orphan Share Policy.

The Orphan Share Policy authorizes EPA Regions to forgive past costs and projected oversight costs for a site at which there is a significant orphan share. For purposes of the Orphan Share Policy, "orphan share" refers to "that share of responsibility which is specifically attributable to identified parties EPA has determined are: (1) potentially liable; (2) insolvent or defunct; and (3) unaffiliated with any party potentially liable for response costs at the site."

EPA has clarified who is an affiliated party for purposes of the Orphan Share Policy in its January 2001 Orphan Share Superfund Reform Questions and Answers ("Q&A"). The Q&A states:

An affiliated party can include a liable successor corporation, parent corporation, subsidiary corporation or an individual (e.g., an officer, director, shareholder, or employee). The [Orphan Share Policy] provides



that the estimated share for an insolvent or defunct party affiliated with another potentially liable and financially viable party cannot be an orphan at the site for purposes of applying the reform. The general approach is that if the financially viable party (*i.e.*, the affiliate) could be liable under a credible legal theory for the share of another party with “no ability to pay,” the party with “no ability to pay” should not be considered an orphan.

The Van Cott Trust is not now and never has been affiliated with Vermiculite Intermountain because it is not a successor corporation, parent corporation, subsidiary corporation, or an individual connected to or controlling the company. The Van Cott Trust’s only relationship with Vermiculite Intermountain was as a holdover lessor of the property because Vermiculite Intermountain was a holdover tenant when the Site was acquired by the Van Cott Trust. Neither the Q&A nor the Interim Guidance on Orphan Share Compensation for Settlers of Remedial Design/Remedial Action and Non-Time Critical Removals (June 1996) state or imply that lessors and lessees are “affiliated” entities under the Orphan Share Policy. To conclude that the Van Cott Trust is “affiliated” with Vermiculite Intermountain merely because of a holdover lessor-lessee relationship would be contrary to the recognized meaning of the term and would substantially constrict the scope and purpose of the Orphan Share Policy.

The Q&A’s descriptive list of what entities are considered “affiliated” under the Orphan Share Policy is consistent with the definition of “affiliate” promulgated pursuant to the Federal Securities Act of 1933 which states as follows:

An “affiliate” of an issuer is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer.

17 CFR 230.144(a)(1)

EPA’s discussion in the Superfund Q&A document of “affiliated” entities is also in line with the common meaning of that term – as not including a lessor-lessee relationship. For example, “affiliate” is defined in Black’s Law Dictionary (6th Ed.) as signifying:

a condition of being united; being in close connection, allied, associated, or attached as a member or branch. *Affiliate company*. Company effectively controlled by another company. A branch, division, or subsidiary. . . . Corporations which are related as parent and subsidiary, characterized by identity of ownership of capital stock.

The Van Cott Trust and Vermiculite Intermountain are not and have never been united, attached, or otherwise related corporate entities. Nor have they exercised effective control over each other’s operations.

Affiliate liability in other CERCLA contexts is consistent with the effective control component of "affiliate" as reflected in the Black's Law Dictionary definition. For example, the traditional rules limiting a corporation's liability may not apply and a corporation may be held liable as an operator for the acts of another corporation if it exercised operational control over the affiliated corporation. See e.g. Bancamerica Commercial Corp. v. Trinity Industries, Inc., 900 F.Supp. 1427, 1454 (D. Kan. 1992). The Van Cott Trust – as lessor to holdover tenant Vermiculite Intermountain – did not operate or control Vermiculite Intermountain's operations. Thus, as expressed in the Q&A, Black's Law Dictionary (common legal usage), and other CERCLA contexts, two entities are not "affiliated" merely because they are lessor and lessee under a commercial property lease. The EPA's Orphan Share Policy should be applicable to the Site to account for Vermiculite Intermountain's and others' inability to pay their share of response costs.

At least thus far, EPA has chosen not to pursue other potentially responsible parties at the Site. EPA should at a minimum apply the Orphan Share Policy to cover the responsibility of those parties that EPA is refusing to pursue to reduce the overall response costs associated with Orphan Shares which "should be equitably apportioned among all PRPs". See Ekotek Site PRP Committee v. Self, 1 Fed Supp.2d 1282, 1293 (D.Utah 1998).

7. **Summary.**

For discussion purposes, EPA suggested a proposed settlement allocation relating to response costs at the Site. EPA's proposal is flawed because:

- (a) the proposal contains unreviewed and unverified response costs,
- (b) the proposal did not allocate appropriate responsibility to PacifiCorp,
- (c) the proposal did not allocate appropriate responsibility to Grace,
- (d) the proposal did not allocate appropriate responsibility to the owners of the Frank Edwards building,
- (e) the proposal did not allocate appropriate responsibility to the owners of the Artistic Printing building, and
- (f) the proposal did not allocate appropriate responsibility relating to the Orphan Share.

The Van Cott Trust remains sincerely committed to resolving this matter on a negotiated basis. However, at this time, exact proposals for settlement are premature and misallocate responsibility for response costs. The parties need more factual information (such as the shipping invoices which EPA has in its possession) and all parties should be included in the calculation. The Van Cott Trust recommends that the parties, including EPA, work together to recover as much as possible from the Grace bankruptcy for the costs associated with the Site. In the mean time, the Site has been cleaned up, except for some asbestos safely sealed beneath the parking lot owned by La Quinta. There is no need for the immediate cleanup of the parking lot

at this time, because the least expensive option for cleanup is in connection with the development of the property.

The Van Cott Trust recognizes that EPA is anxious to proceed with settlement negotiations. However, the Van Cott Trust is not an individual or a business entity. It is a fund whose sole purpose is to provide retirement benefits for the employees of the law firm which sponsors the Trust. These include secretaries, receptionists, legal assistants and other staff, as well as lawyers. The trustees who are charged with overseeing the Van Cott Trust must comply with the Employee Retirement Income Security Act (ERISA) and the duties it imposes on them.

Nonetheless, as we have repeatedly said, the Van Cott Trust remains sincerely interested in attempting to find a fair, negotiated settlement to this matter, and requests that we be included in all discussions among EPA and the PRPs to that end.

Thank you for your cooperation in this regard. If you have any questions, please feel free to contact me.

Sincerely,



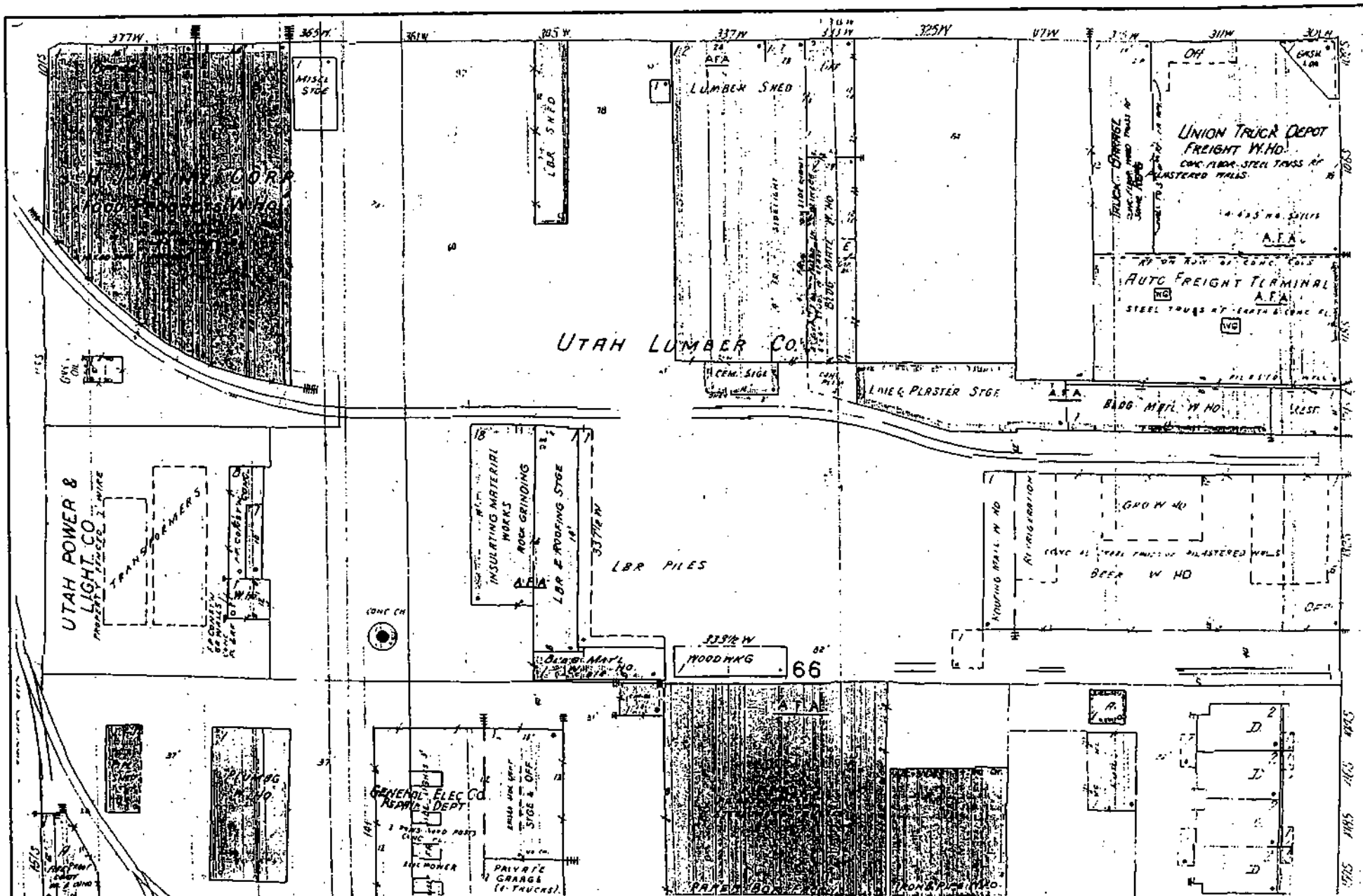
Brian W. Burnett  
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801-530-7428

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303-295-8131

cc: Kelcey Land, ENF-RC  
Joyce Ackerman, EPR-SA  
Kevin Murray  
Mike Jenkins  
Robin Main  
Stephen Swindle  
Art Ralph  
David Boden  
Mike Keller

**TABBED PAGE**

**1**



S.A.G.E. ENVIRONMENTAL, L.L.C.

# PacifiCorp Environmental Remediation Company 3rd West Substation Site History Report

1949 Sanborn Map  
Figure 8

**TABBED PAGE**

**2**

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## UTAH POWER &amp; LIGHT COMPANY

"Efficient Public Service"

*Mr. Irvine*

TO Mr. Hale

FROM Mr. Purton

DATE

March 10, 1952  
aly

ADDRESS

REPLYING TO

DATE

OUR FILE NO.

SUBJECT

SALE OF PORTION OF 3RD WEST SUBSTATION  
SALT LAKE CITY TO UTAH LUMBER COMPANY

YOUR FILE NO.

Reference is made to Mr. O. J. Lowe's letter to Mr. F. Gerald Irvine of February 7, 1952, and Mr. Ovard's letter to me of October 22, 1951. Also to partially approved ER 14-5313, Budget Item D-283, for removing the concrete stack on the above mentioned property.

This will advise that on March 7, after a conference in your office with Lee Irvine, Sr. and Lee Irvine, Jr., I visited the 3rd West Substation site with Messrs. Irvine of the Utah Lumber Company. Prior to that time I had not considered it advisable to sell any of the 3rd West Substation property which now belongs to the Utah Power & Light Company. This opinion of policy with respect to the matter was engendered by the idea that we are unable to tell at this time what future demands we may have for extended service facilities in this area and that it would not be wise to dispose of any property of this kind at this time. However, it appears from statements of the Utah Lumber Company that they have been depending on obtaining a piece of this property to carry out certain plans to develop a Zenolite production plant and have made commitments for the equipment to go into such a plant so that Messrs. Irvine would be in quite an embarrassing position if we do not permit them to purchase a certain portion of our land.

On these grounds, therefore, I agreed that we would not further object from an engineering standpoint to their purchase of the piece of property as shown on our general property layout map dated May 25, 1949: 72.5' x 198', lying directly west of our most easterly property line. The line agreed on is also a projection of the easterly line of our property which faces on 1st South Street, which line runs from north to south and at a distance of 175' from the east boundary of 3rd West Street. This latter east property line runs 132' south from the boundary of West 1st South Street and then the agreed on new property line for Utah Lumber Company would be a projection south on this line until it reaches the south line of our property. Special arrangement of property lines may be found to be desirable at the location of the old concrete stack. The projected line desired cuts through this old stack at a point about 1/3 of its diameter taken from east to west.

In our agreement with Utah Lumber Company the following should be required as part of the deal:

It is understood that Utah Lumber Company will construct a new building on the piece of the property proposed for sale. It should be required that this building be of fireproof construction throughout, including floors, walls, and roof. It should be required that a masonry wall be installed on Utah Lumber



**TABBED PAGE**

**3**

# THE JOHN HENRY—MACKAY COMPANY

Expert Demolition & Excavation

1776 South 900 West • Salt Lake City, Utah 84104 • (801) 973-8522

VANCOTT, BAGLEY, CORNWALL & MCCARTHY  
PROFIT SHARING TRUST

## Proposal

Page No. of Pages

PROPOSAL SUBMITTED TO c/o <u>Jerry Brown</u>		PHONE <u>363 5005</u>	DATE <u>6-10-86</u>
STREET <u>50 S MAIN-SUITE 1600</u>		JOB NAME <u>UTAH LUMBER</u>	
CITY, STATE AND ZIP CODE <u>SLC UTAH 84144</u>		JOB LOCATION <u>100 S 300 W</u>	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby propose to furnish materials and labor necessary for the completion of:

- A - BURNED AREA HAUL OUT DEBRIS LEAVING  
FLOORS & FOUNDATION EXCEPTING DOCK AREA WHICH  
WE WILL REMOVE - \$16,275<sup>00</sup>  
FILL FOR BASEMENT IN BURNED AREA \$14,400<sup>00</sup>
- A - RESTAURANT - DEMO & HAUL - \$1500<sup>00</sup>  
FILL - \$720<sup>00</sup>
- A - THRIFT (W/ FLOOR & FOUNDATION) REMOVED - \$18,000<sup>00</sup>  
~~W/ FLOOR & FOUNDATION REMOVED - \$18,572<sup>00</sup>~~
- A - REAR BUILDING - DEMO & REMOVE - \$9,955<sup>00</sup>  
FILL - \$9,504<sup>00</sup>
- B - UP & L BUILDING - DEMO & REMOVE - \$12,500<sup>00</sup>  
FILL - \$30,600<sup>00</sup>
- B - STACK - UP&L - \$8,500<sup>00</sup>

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

see above schedule

dollars (\$)

Payment to be made as follows:

In full upon completion, those items marked as "A" totalling \$69,954.00. Said amount is to be reduced by \$11,667.20 which represents billings currently outstanding to Clayton Mackay from VanCott, Bagley, Cornwall & McCarthy. The items marked "B" are the property of Utah Power & Light and are not covered under this Agreement.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized  
Signature

*[Signature]*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature

Signature

Date of Acceptance: JUNE 12, 1986

*[Signature]*

**TABBED PAGE**

**4**

**Nations Title Agency of Utah, Inc.**  
**7090 South Union Park Avenue, Suite 160**  
**Salt Lake City, Utah 84047**

Prepared For:  
**Brian Burnett**  
**Callister, Nebeker & McCullough**  
**Gateway Tower East, Suite 900**  
**10 East South Temple**  
**Salt Lake City, UT 84133**

Effective from April 6, 1953  
to June 15, 2005

<u>Instrument</u>	<u>Recorded</u>	<u>Instrument No.</u>	<u>Book / Page</u>	<u>Grantor</u>	<u>Grantee</u>
Order	July 19, 1961	1791449	1826 / 404	Estate of Willard Richards	Frank Edwards
Order Correcting Legal Description	August 3, 1961	1792508	1828 / 269		
Executor's Deed	August 15, 1961	1794475	1832 / 9	Zions First National Bank, the duly appointed, qualified and acting executor of the Estates of Willard Richards, deceased	Frank Edwards and Robert F. Edwards, as joint tenants
Trustee's Deed	August 15, 1961	1794476	1832 / 11	Tracy-Collins Bank & Trust Co., the duly appointed, qualified and acting testamentary trustee of the estate of George Gills Richards, deceased	Frank Edwards and Robert F. Edwards, as joint tenants with rights of survivorship
Special Warranty Deed	August 15, 1961	1794477	1832 / 13	Evelyn Crawford Richards	Frank Edwards and Robert F. Edwards, as joint tenants with rights of survivorship

Frank Edwards Building - Ownership History

<u>Instrument</u>	<u>Recorded</u>	<u>Instrument No.</u>	<u>Book / Page</u>	<u>Grantor</u>	<u>Grantee</u>
Warranty Deed	November 20, 1961	1812224	1864 / 114	Frank Edwards and Robert F. Edwards	Robert F. Edwards, Trustee under that certain trust indenture made under date of August 1, 1961
Special Warranty Deed	March 7, 1991	5035592	6296 / 120	Robert F. Edwards, Trustee of that certain trust indenture made under date of August 1, 1961, by Frank Edwards and Helen R. Edwards as Trustors and Robert F. Edwards as Trustee	Michele E. Scott, Robert F. Edwards, Jr., Kathryn Edwards-Repka and Kerry Edwards, an undivided 25% interest each as tenants-in-common
General Warranty Deed	July 7, 1998	7019733	8029 / 2693	Michele E. Scott, Robert F. Edwards, Jr., Kathryn Edwards-Repka, now known as Kathryn Edwards Robison and Kerry Edwards	La Quinta Inns, Inc., a Texas corporation

VTDI 15-01-129-026-0000	DIST 01H		TOTAL ACRES	3.36
LA QUINTA INNS INC	TAX CLASS	UPDATE	REAL ESTATE	4300500
		LEGAL	BUILDINGS	386200
		PRINT U	TOTAL VALUE	4686700

PO BOX 2636

SAN ANTONIO TX 78299236 EDIT 1 FACTOR BYPASS

LOC: 106-132 S 300 W EDIT 1 BOOK 7846 PAGE 0001 DATE 03/03/1999

SUB: TYPE UNKN PLAT

06/27/2005 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

BEG E 10 FT FR NW COR LOT 6, BLK 66, PLAT A, SLC SUR; S  
0-02'06" E 132.02 FT; N 89-58'22" E 91.54 FT; S 0-25'13" E  
198.09 FT; N 89-58'27" E 392.52 FT; N 0-03'19" W 330.12 FT;  
S 89-58'20" W 485.28 FT TO BEG.

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV



-2-

That the sale is for the advantage, benefit, and best interests of the estate and those interested therein to cause the funds in hand and the income of the estate are insufficient to pay the annual expenses thereof and the estate is in no position to purchase the other real property included in the real property or to acquire the other real property to improve the real property or to make the real property a sound investment for the estate;

That the Executor entered into a listing contract with Eagle Investment Co. in order to secure their services and the services of all other members of the Multiple Listing Bureau in securing a purchaser for the real property, which contract provided for the payment out of the proceeds of an actual sale of a commission in the amount of 6% of the total proceeds of the sale, and the 6% commission is a fair and reasonable amount to be allowed as a commission and is the usual commission allowed for the procuring of a purchaser of real estate;

That the Executor has secured the written approval to all terms and conditions of the above described listing contract of Tracy Collins Bank & Trust Company as Testamentary Trustee for the Estate of George Will Richards, which has a 50% interest in the hereinafter described real property, and of Mrs. Evelyn C. Richards, who holds the remaining 50% interest in the real property;

That the Executor entered into a written lease dated October 1, 1938, with C. Patterson and Lynn G. Lewis, Lessees, as to a portion of the real property hereinafter particularly described, which lease allowed the Lessees to sell the property at any time subject to the approval of the Executor; and that the Lessees have agreed to sell the property to the Executor at a price to be determined by the Executor at any time within the term of the lease;



1826 22428

personally present in court or represented by counsel or any other person in an effort to meet or exceed the terms of any bona fide offer for sale of the property:

WHEREUPON, upon bids being taken for in open court, Frank Edwards, in writing, offers the sum of \$134,000.00 cash for the said real property, and he being a responsible person and no higher offer being made, the court accepts thereof and sells the estate interest in the said Frank Edwards accordingly, the estate to receive 25% of the \$134,000.00 minus the real estate commission hereinafter provided for:

It is therefore ordered, adjudged and decreed that the sale of the real property hereinafter described as made in open court to Frank Edwards for the sum of \$134,000.00 cash be and the same is hereby confirmed and that upon the payment of the \$134,000.00 by the said Frank Edwards the said Zion's First National Bank as Executor of the Estate of Willard Richards, deceased, execute to said purchaser an Executor's Deed conveying all the right, title and interest of the said decedent and the INTEREST in said estate in and to the real property described as follows to wit:

① Commencing at the Northeast corner of Lot 7, Block 68, Plat A, S.L.C. Survey, thence West 5 rods, thence South 10 rods, thence East 5 rods, thence North 10 rods to the place of beginning -

② Commencing at the Northwest corner of Lot 8, Block 68, Plat A, S.L.C. Survey, thence East 40 feet, thence South 100 feet, thence West 40 feet, thence North 100 feet to the place of beginning -

③ Commencing at the Northeast corner of Lot 8, Block 68, Plat A, S.L.C. Survey, thence South  $7\frac{1}{2}$  rods, thence West 30 rods, thence North 12 feet, thence East 40 feet, thence North 111.75 feet, thence East 125 feet to the place of beginning -

④ Commencing 7.5 rods South of the Northeast corner of Lot 8, Block 68, Plat A, S.L.C. Survey, thence South 5 rods, thence East 10 rods, thence North 5 rods, thence East 10 rods to the place of beginning -

It is further ordered, adjudged and decreed that 25% of the

said proceeds of the sale be paid for unto the said Frank Edwards and all other parties in interest who claim to be in the said estate against the proceeds of the sale

purchase as aforesaid in accordance with the said contract, and the said  
 Treasurer is directed to pay the same from the proceeds of the sale.

Dated July 17 th 1961.

(G-E-A-L)

ALVIN K. HARRINGTON  
 CLERK  
 DOUGLAS THOMSEN  
 Deputy Clerk

FILED IN THE CLERK'S OFFICE  
 Salt Lake County, Utah

JUL 19 1961

ALVIN K. HARRINGTON, Clerk Salt Lake County  
 by DOUGLAS THOMSEN  
 Deputy Clerk

STATE OF UTAH

COUNTY OF SALT LAKE

I, Alvin Heddington, Clerk in and for the County of Salt Lake and an Officer  
Clerk of the District Court of the Third Judicial District in and for Salt Lake County,  
State of Utah, do hereby certify that the foregoing is a full, true and correct copy of  
the original ORDER CONFIRMING SALE OF REAL ESTATE ON BID IN OPEN COURT

IN THE MATTER OF THE ESTATE

OF

NO. 43583

WILLARD RICHARDS, Deceased.

as appears of record in my office.



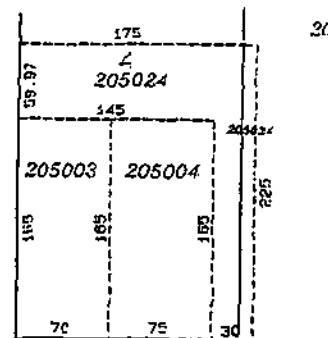
IN WITNESS WHEREOF, I have hereunto set my hand

and affixed my official seal, this 19th

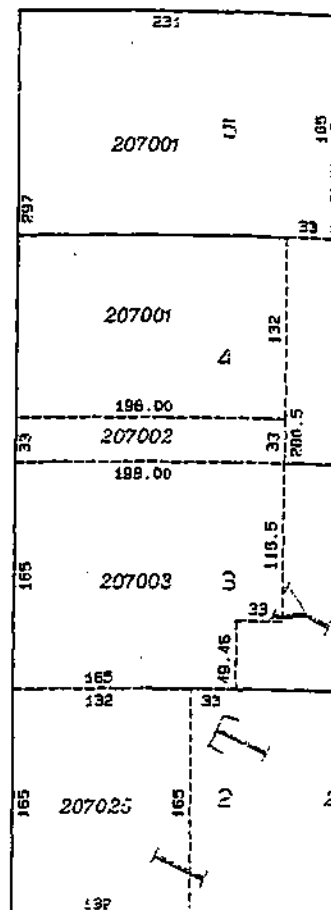
day of April, A. D. 1961

Clerk

*Jacob W. Smith*  
Deputy Clerk

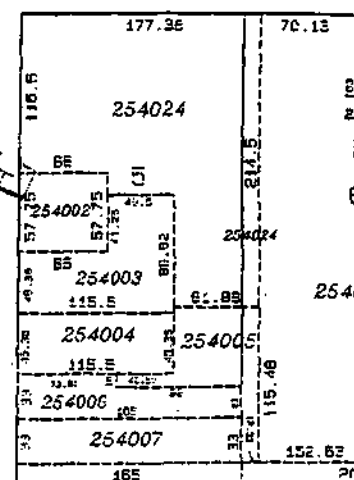


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(171 186)

200 S



A K

1782508

NOV 18 1961 PAGE 269

RECEIVED  
CLERK OF DISTRICT COURT  
SALT LAKE COUNTY, UTAH  
164-00  
70 E. So. Temple, 3rd City

IN THE DISTRICT COURT, PROBATE DIVISION  
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

In the Matter of the Estate of

WILLARD RICHARDS, deceased

ORDER CORRECTING DESCRIPTION  
OF REAL PROPERTY

CASE NO. 41881

The petition of ZION'S FIRST NATIONAL BANK, the duly appointed, qualified and acting Executor of the Estate of WILLARD RICHARDS, deceased, setting forth the use by the said Executor in all prior proceedings in this matter of an inadequate description of certain real property belonging to the estate coming before the court this 3rd day of August, 1961, in chambers and based upon motion of Len Rodney Knap of Richards, Bird and Hart:

The court finds that the real property description used to describe certain real property in which the Estate owns a 50% interest situated at the Southwest corner of 1st South and 2nd West in Salt Lake City, Utah, in all prior proceedings in this matter is inadequate in that it fails to contain a small parcel completely within all of the parcels recognized as belonging to the estate;

And the court further finds that a more proper and less cumbersome description for this real property is as follows:

The East 1/2 rods of the North 10 rods of Lot 7 and the North 10-1/2 rods of Lot 8, Block 66, Plat A, Salt Lake City Survey.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the real property description used in all prior pleadings in this matter and in particular in this court's order dated July 18, 1961, confirming the sale of said estate as bid in open court be and it hereby is modified to read as follows:

The East 1/2 rods of the North 10 rods of Lot 7 and the North 10-1/2 rods of Lot 8, Block 66, Plat A, Salt Lake City Survey.

BOOK 1828 PAGE 270

-3-

Dated August 3rd, 1961.

RAY VAN COTT, JR.  
DISTRICT ATTORNEY

(SEAL)

ALVIN KROENSTON  
Clerk

FILED IN THE CLERK'S OFFICE  
Salt Lake County, Utah

DOUGLAS THOMSEN  
County Clerk

AUG-3 1961

ALVIN KROENSTON, Clerk Salt Lake County  
DOUGLAS THOMSEN  
County Clerk

STATE OF UTAH  
COUNTY OF SALT LAKE

I, Alvin Heddington, Clerk in and for the County of Salt Lake and Ex-Officio  
Clerk of the District Court of the Third Judicial District in and for Salt Lake County,  
State of Utah, do hereby certify that the foregoing is a full, true and correct copy of  
the original ORDER CORRECTING DESCRIPTION  
OF REAL PROPERTY

IN THE MATTER OF THE ESTATE

OF

No. 43583

WILLARD RICHARDS, Deceased.

as appears of record in my office.



IN WITNESS WHEREOF, I have hereunto set my hand

and affixed my official seal, this 2nd

day of AUGUST, A. D. 1961

ALVIN HEDDINGTON

Clerk

*[Signature]*  
Deputy Clerk

BOOK 1832 PAGE 9

Recorded AUG 15 1961  
Request of A. E. [unclear]  
Fee Paid [unclear]  
Recorder, Salt Lake County, Utah  
By [unclear]  
Ref. [unclear]

1791475

EXECUTOR'S DEED

This indenture made this 14th day of August, 1961, at the City of Salt Lake, County of Salt Lake, State of Utah, by and between Zions First National Bank, the duly appointed, qualified, and acting executor of the Estate of Willard Richards, deceased, the Party of the First Part, and Frank Edwards and Robert F. Edwards, as joint tenants with rights of survivorship, the Party of the Second Part, WITNESSETH:

THAT WHEREAS, the District Court in and for Salt Lake County, State of Utah, on petition of Party of the First Part, and upon notice duly given, did on the 5th day of July, 1961, consider in open court the sale of the real estate hereinafter described, of which this Estate owns a 20% interest;

AND WHEREAS, in open court Frank Edwards bid the sum of \$134,000.00 cash for said real property; thereupon said District Court did make an order confirming said sale unto Frank Edwards and directing a conveyance to be executed to the said Frank Edwards, a certified copy of which order was recorded on the 31st day of July, 1961, in Book 1826, Page 404, Entry No. 1791449 in the office of the County Recorder of Salt Lake County; and said District Court has made a subsequent order correcting the description of the real property used in the order confirming sale, a certified copy of which correction order was recorded on the 10th day of August, 1961, in Book 1828, Page 269, Entry No. 1792508 in the office of the County Recorder of Salt Lake County;

NOW THEREFORE, the said Zions First National Bank, as executor of the Last Will and Testament of Willard Richards, deceased, as aforesaid, Party of the First Part, pursuant to the order of the District Court in and for Salt Lake County, State of Utah, for and in consideration of the sum of \$87,100.00 to it in hand paid by the said Party of the Second Part, the receipt of which is hereby acknowledged, does hereby grant and convey unto the said Party of the Second Part with the right, title, and interest of the Party

RICHARDSON, BIRD AND HART  
ATTORNEYS AND COUNSELORS AT LAW  
SALT LAKE CITY 11, UTAH  
716 Riverside Building  
Blvd 1417

95.15



of the First Part and all of the right, title, and interest of the estate of  
Willard Richards, deceased, in and to that certain piece or parcel of land  
lying and being in the County of Salt Lake, State of Utah, more particularly

described as follows:

(A) (S)

The East 5 rods of the North 10 rods of Lot 7 and  
the North 10-1/2 rods of Lot 8, Block 88, Plat A,  
Salt Lake City Survey.

Together with all improvements whatsoever to the same belong-  
ing or in any wise appertaining. Subject to taxes for the fiscal year 1961.  
Subject also to all conditions, restrictions, and reservations of record.

IN WITNESS WHEREOF, the said Party of the First Part, has  
executed these presents the day and year first above written.

ZIONS FIRST NATIONAL BANK, NA

By Claron O. Spencer  
CLARON O. SPENCER  
Vice-President & Trust Officer

By Francis M. Chipman  
FRANCIS M. CHIPMAN  
Trust Officer

Executor of the Estate of  
Willard Richards, deceased

STATE OF UTAH )  
ss.  
COUNTY OF SALT LAKE )

On this 14th day of August, 1961, personally appeared before  
me Claron O. Spencer and Francis M. Chipman, who being by my duty sworn  
did say that they are respectively a Vice-President and Trust Officer and a  
Trust Officer of Zions First National Bank and that said instrument was  
signed in behalf of said corporation by authority of its bylaws, and said  
Claron O. Spencer and Francis M. Chipman acknowledged to me that said  
corporation executed the same.

Edward P. Weston  
NOTARY PUBLIC  
Residing at:

My Commission Expires:  
1/11/63

BOOK 1832 PAGE 11

AUG 15, 1961

Recorded

Request of

Fee Paid, Nalla M. Cook

Booker, Salt Lake County, Utah

Net

\$ 3.00 By *[Signature]*

1794476

## TRUSTEE'S DEED

This deed made this 11th day of August, 1961, at Salt Lake City, Utah, by and between Tracy-Collins Bank & Trust Co., the duly appointed, qualified and acting testamentary trustee of the estate of George Gill Richards, deceased, the Party of the First Part, and Frank Edwards and Robert F. Edwards, as joint tenants with rights of survivorship, the Party of the Second Part:

## WITNESSETH:

THAT WHEREAS, said Party of the First Part as testamentary trustee of George Gill Richards, deceased, has accepted an offer wherein Frank Edwards agreed to purchase the real estate hereinafter described of which this trust owns a 20% interest for a total purchase price of \$134,000.00 cash:

AND THEREFORE, Tracy-Collins Bank & Trust Co. as testamentary trustee of George Gill Richards, deceased, for and in consideration of the sum of \$26,800.00, the receipt of which is hereby acknowledged, does hereby grant and convey unto the said Party of the Second Part all the right, title and interest of the said George Gill Richards, deceased, together with all the right, title and interest of the said Party of the First Part, in and to that certain piece or parcel of land lying in Salt Lake County, more particularly described as follows:

A.B.

The East 5 rods of the North 10 rods of Lot 7 and the North 10-1/2 rods of Lot 8. Block 68, Plat A, Salt Lake City Survey.

Together with all improvements whatsoever to the same belonging or in any wise appertaining. Subject to taxes for the fiscal year 1961. Subject also to all conditions, restrictions, and reservations of record.

IN WITNESS WHEREOF, the said Party of the First Part, as Testamentary Trustee, has executed these presents the day and year first above written.

TRACY-COLLINS BANK &amp; TRUST CO.

By *[Signature]*  
SAMUEL J. GILBERT  
Executive Vice-President

By *[Signature]*  
HENRY E. OGAARD  
Secretary

Richard B. and H. A. Richards and Co. as Trustee  
Salt Lake City 11, Utah  
The Western Bank  
Block 1411

2970

STATE OF UTAH )  
COUNTY OF SALT LAKE )

On this 11th day of August, 1961, personally appeared  
before me Samuel J. Carter and Henry E. Ogaard, who being by me duly  
sworn did say that they are respectively the Executive Vice-President and  
Secretary of Tracy-Collins Bank & Trust Co. and that said instrument was  
signed in behalf of said corporation, by authority of its bylaws and said  
Samuel J. Carter and Henry E. Ogaard acknowledged to me that said  
corporation executed the same.

*Richard A. Kelsey*  
NOTARY PUBLIC  
Residing at: *Salt Lake City*

My Commission Expires:

5/13/62

1794477

Recorded AUG 15 1961  
 Request of A. E. C. L. L. L.  
 Fee Paid. Name M. J. L.  
 \$ 2.00 By J. L. L.  
 Ref.

## SPECIAL WARRANTY DEED

EWALYN CRAWFORD RICHARDS, Grantor, of Salt Lake City,  
 Utah, hereby conveys and warrants against all claims and demands  
 under her to FRANK EDWARDS and ROBERT F. EDWARDS, as joint tenants  
 with rights of survivorship, Grantees of San Francisco, California, for the  
 sum of \$20,190.00 all of her 16% interest in the following described tract of  
 land in Salt Lake County, State of Utah:

The East 5 rods of the North 16 rods of Lots 7 and  
 the North 10-1/2 rods of Lot 8, Block 58, Plat A,  
 Salt Lake City Survey.

Subject to taxes for the fiscal year 1961 and to all conditions,  
 restrictions and reservations of record.

WITNESS the hand of said Grantor this 14th day of August,  
 1961.

Evalyn Crawford Richards  
EWALYN CRAWFORD RICHARDS

STATE OF UTAH  
 COUNTY OF SALT LAKE )

On the 14th day of August, 1961, personally appeared before  
 me EWALYN CRAWFORD RICHARDS the signer of the above Special  
 Warranty Deed who duly acknowledged to me that she executed the same.

Edward P. L. L.  
 NOTARY PUBLIC  
 Residing at

My Commission Expires:

7/15/63

RICHARDS, DWG AND HART  
 ATTORNEYS AND COUNSELLORS AT LAW  
 Salt Lake City 11, Utah  
 716 Republic Building  
 Room 1407

1864 Page 114  
1812224

NOV 20 1961

WARRANTY DEED

FRANK EDWARDS and ROBERT F. EDWARDS, Grantors, of California

San Mateo, California, hereby convey and warrant against all  
claiming by, through, or under them, to ROBERT F. EDWARDS, Trustee  
under that certain trust indenture made under date of August 1,  
1961, by FRANK EDWARDS and HELEN R. EDWARDS, Trustors, and  
ROBERT F. EDWARDS, Trustee, for good and valuable consideration,  
the following described land in Salt Lake County, State of Utah:

- (A) The East five (5) rods of the North  
ten (10) rods of Lot 7, Block 66,  
Plat A, Salt Lake City Survey, and
- (B) The North 10-1/2 rods of Lot 8,  
Block 66, Plat A, Salt Lake City  
Survey.

Together with all improvements whatsoever to the same  
belonging or in any wise appertaining. Subject to taxes for the  
fiscal year 1961 and to all conditions, restrictions and reserva-  
tions of record.

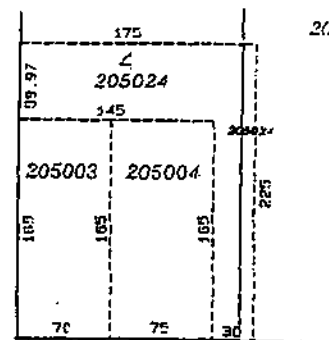
WITNESS, the hands of said Grantors this 16th day of  
August, 1961.

*Frank Edwards*  
FRANK EDWARDS  
*Robert F. Edwards*  
ROBERT F. EDWARDS

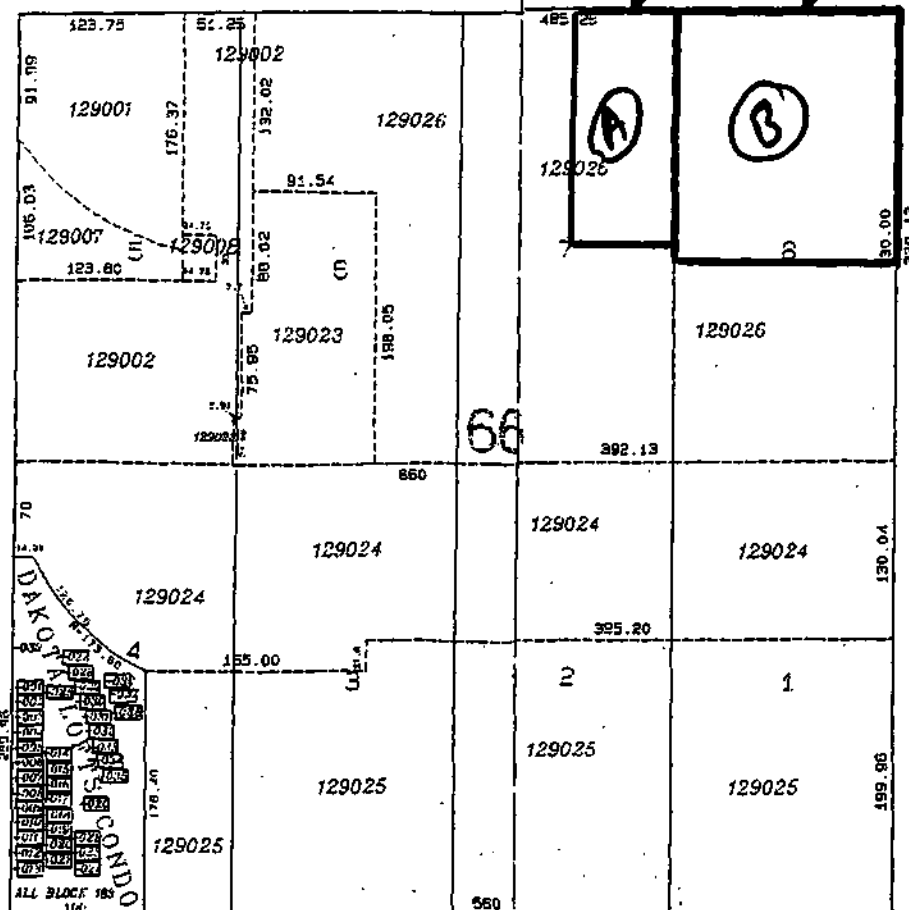
STATE OF CALIFORNIA )  
COUNTY OF SAN MATEO ) ss

On the 16th day of August, 1961, personally appeared before  
me, \_\_\_\_\_, and ROBERT F. EDWARDS, the signers of the above  
instrument, each for himself, acknowledged to me that he

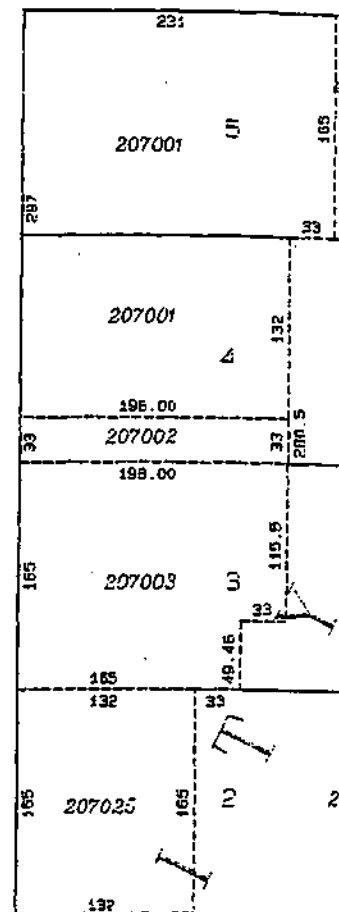




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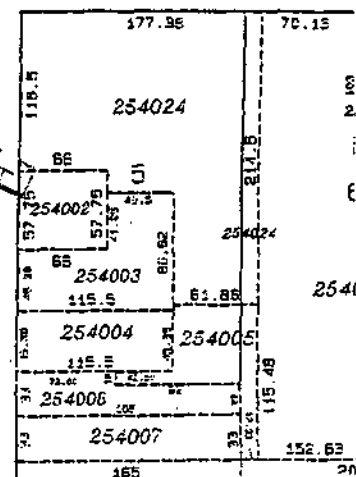
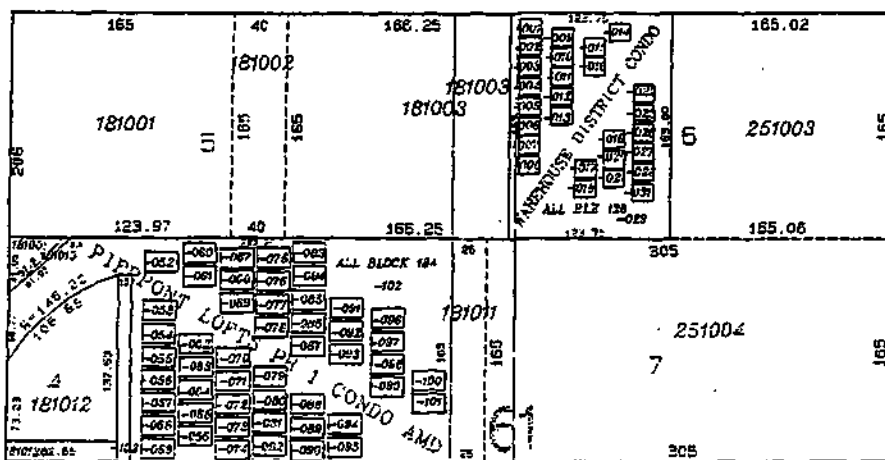


(Ur 186)



57

200 S



930

5035592

07 MARCH 91 02:04 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
CAMPBELL, MAACK & SESSIONS  
REC BY: REBECCA GRAY, DEPUTY

WHEN RECORDED, MAIL TO:  
Clark W. Sessions, Esq.  
CAMPBELL MAACK & SESSIONS  
First Interstate Plaza, Suite 400  
170 South Main Street  
Salt Lake City, Utah 84101-1605  
Telephone: (801) 537-5555

**SPECIAL WARRANTY DEED**

5035592

ROBERT F. EDWARDS of San Mateo, California, Trustee of that certain trust indenture made under date of August 1, 1961, by Frank Edwards and Helen R. Edwards as Trustors and Robert F. Edwards as Trustee, as Grantor hereby conveys and warrants against all claiming by, through or under him to MICHELE E. SCOTT, 51 Upper North Terrace, Tiburon, California 94920, ROBERT F. EDWARDS, JR., 1739 Forestview Avenue, Hillsborough, California 94010, KATHRYN EDWARDS-REPEKA, 1662 Sugarloaf Drive, San Mateo, California 94403, and KERRY EDWARDS, 108 Baywood Avenue, Hillsborough, California 94010, an undivided twenty-five percent (25%) interest each as tenants-in-common, collectively as Grantee, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described tract of land in Salt Lake County, State of Utah, to wit:

The East five (5) rods of the North ten (10) rods of Lot 7, Block 66, Plat A, Salt Lake City Survey, and

The North 10-1/2 rods of Lot 8, Block 66, Plat A, Salt Lake City Survey.

5

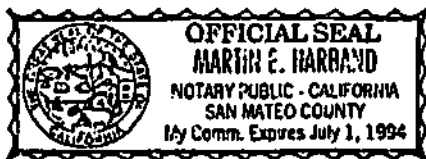
BR6296PG0120

WITNESS the hands of said Grantor this 8<sup>th</sup> day of FEBRUARY,  
1991.

Robert F. Edwards  
ROBERT F. EDWARDS, TRUSTEE

STATE OF CALIFORNIA )  
                                  : ss.  
COUNTY OF SAN MATEO )

On the 8<sup>th</sup> day of FEBRUARY, 1991, personally appeared before  
me ROBERT F. EDWARDS, the signer of the foregoing instrument who  
duly acknowledged to me that he executed the same.



My Commission Expires:

July 1, 1994

Martin E. Harband  
NOTARY PUBLIC MARTIN E. HARBAND  
Residing at:

901 Marinus Is. Blvd. #400  
SAN MATEO, CA 94404-1584



TW 18768

Mail Tax Notice to:  
La Quinta Inns, Inc.  
La Quinta #176 P.O. Box 2636 Property Tax  
San Antonio, TX 78299-2636

7019733  
07/07/98 4:05 PM 14.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
TITLE WEST  
REC BY: V VEGA DEPUTY - WI

## GENERAL WARRANTY DEED

Michele E. Scott, Robert F. Edwards, Jr., Kathryn Edwards-Repka, now known as Kathryn Edwards Robison, and Kerry Edwards (collectively, "GRANTOR") with a mailing address of c/o Robert F. Edwards, 1565 Adrian Road, Burlingame, CA 94010 hereby CONVEY and WARRANT to La Quinta Inns, Inc., a Texas Corporation ("GRANTEE"), with a mailing address of 112 East Pecan Street, Suite 200, San Antonio, TX 78205, for the sum of Ten Dollars and other good and valuable consideration, the following described tract(s) of land in Salt Lake County, State of Utah:

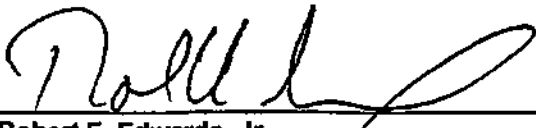
Beginning at a point 243.52 feet North 89 degrees 58'21" East and 67.44 feet South 00 degrees 01'39" East and 485.28 feet North 89 degrees 58'20" East from the Salt Lake City Survey Monument found at the intersection of 100 South and 400 West Streets, said point being the Northeast Corner of Lot 8, Block 66, Plat A, Salt Lake City Survey, and running thence South 00 degrees 03'19" East 173.25 feet; thence South 89 degrees 58'20" West 165.00 feet; thence North 00 degrees 03'19" West 8.25 feet; thence South 89 degrees 58'20" West 82.5 feet; thence North 00 degrees 03'19" West 165.00 feet; thence North 89 degrees 58'20" East 247.50 feet to the point of beginning, and being the same property conveyed to Michele E. Scott, Robert F. Edwards, Jr., Kathryn Edwards-Repka, and Kerry Edwards, an undivided twenty-five percent (25%) interest each as tenants in common, by Special Warranty Deed recorded March 7, 1991 as Entry No. 5035592 in Book 6296 at Page 120.

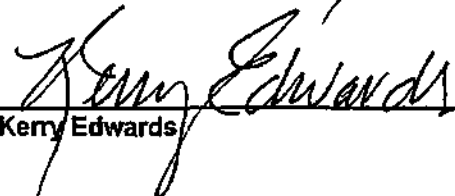
Sidwell No.: 15-01-203-001

TOGETHER WITH (a) Grantor's right, title and interest in all adjacent streets, alleys, rights of way and any adjacent strips of real estate; (b) all easements and right of way appurtenant to or benefiting such parcel; (c) all water rights, ditch rights and interest or shares in water or irrigation companies used in connection therewith; (d) all utility hook-ups and connections relating thereto; and (e) all permits, approvals and development rights associated herewith

SUBJECT TO the exceptions and matters set forth on Exhibit "A" attached hereto.

WITNESS the hand of said Grantor this June 30, 1998.

  
Robert F. Edwards, Jr.

  
Kerry Edwards

SK8029PG2693

Michele E. Scott  
Michele E. Scott

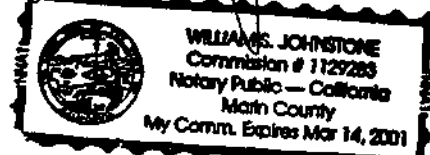
Kathryn Edwards-Repka  
Kathryn Edwards-Repka, now known as Kathryn Edwards Robison,

State of CALIFORNIA )  
County of Marin ) ss.

On June 30, 1998 personally appeared before me Michele E. Scott, the signer of the foregoing instrument who duly acknowledged to me that she executed the same.

William L. Johnston  
Notary Public

State of California )  
County of San Mateo ) ss.



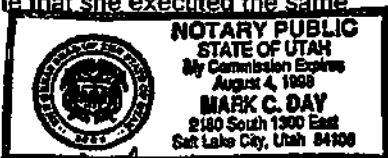
On June 30, 1998 personally appeared before me Robert F. Edwards, Jr., the signer of the foregoing instrument who duly acknowledged to me that he executed the same.



Robert F. Edwards, Jr.  
Notary Public

State of California )  
County of San Mateo ) ss.

On July 6, 1998 personally appeared before me Kathryn Edwards-Repka, now known as Kathryn Edwards Robison, the signer of the foregoing instrument who duly acknowledged to me that she executed the same.



Kathryn Edwards Robison  
Notary Public

State of California )  
County of San Mateo ) ss.

On June 30, 1998 personally appeared before me Kerry Edwards, the signer of the foregoing instrument who duly acknowledged to me that ~~he/she~~ they executed the same.



Kerry Edwards  
Notary Public

PK8029PG2694

## Exhibit "A"

### Permitted Exceptions

The land described herein is located within the boundaries of SALT LAKE CITY and is subject to charges and assessments levied thereby.

Notice of Adoption of Redevelopment Plat entitled "C.B.C. NEIGHBORHOOD DEVELOPMENT PLAN" and dated May 1, 1982, recorded November 29, 1984, as Entry No. 4020604, in Book 5609, at Page 1953.

A new Special Assessment for which only a "Notice of Intention" has been recorded:

By SALT LAKE CITY  
Purpose CURB AND GUTTER  
Recorded October 28, 1997  
Entry No. 6774541  
Book/Page 7791/2396

A new Special Assessment for which only a "Notice of Intention" has been recorded:

By SALT LAKE CITY  
Purpose DOWNTOWN ALLIANCE  
Recorded February 19, 1998  
Entry No. 6868483  
Book/Page 7884/2722

All matters disclosed by that certain survey, dated May 29, 1998, prepared by CRS Consulting Engineers, Inc., under job No. 14263:

- (A) Fence lines do not match the property lines.
- (B) Storm drain and power lines (no record easement).

BK8029PG2695

**TABBED PAGE**

**5**



State Online Services

Agency List

Business.utah.gov

Search Utah.gov

Utah Department of  
Commerce**Business Entity Search**[? Help](#)

Name	Type	City	Status
FRANK EDWARDS CO.	Corporation	West Valley City	Active

Business Name:	FRANK EDWARDS CO.
Entity Number:	565134-0142
Registration Date:	07/23/1948
State of Origin:	UT

**Address**

3626 PARKWAY BLVD  
West Valley City, UT 84120

**Status**

Status:	Active
Status Description:	Good Standing
This Status Date:	N/A
Last Renewed:	07/22/2005
License Type:	Corporation - Domestic - Profit
Delinquent Date:	07/23/2006

**Registered Agent**

Registered Agent:	BRUCE W. HART
Address Line 1:	3626 PARKWAY BLVD
Address Line 2:	
City:	West Valley City
State:	UT
Zip:	84120

**Additional Information**

NAICS Code:	4211
NAICS Title:	4211-Motor Vehicle and Motor Vehicle Par
Stock Class 1 Amount:	2,000
Stock Class 1 Type:	COMMON
Stock Class 2 Amount:	0000000000

With this information, you can...

**Purchase Certificate of Existence**

If you would like to purchase a Certificate of Existence for this business entity, select the button to the left. You will be assessed a \$ 12.00 fee for this service. You will need Adobe Reader to view this certificate. If you do not have Adobe Reader, click on the button below and download it.

**Access Principal Information**

If you would like to receive information on the principal individuals associated with this entity, click the button on the left. You will be assessed a \$ 1.00 fee for this information.

[Back to search results](#)[Do Another Search](#)



State Online Services

Agency List

Business.utah.gov

Search Utah.gov

Utah Department of  
Commerce**Business Entity Search**[? Help](#)**Business Entity Search - Principals:**

Name	Type	City	Status
FRANK EDWARDS CO.	Corporation	West Valley City	Active
<b>Position</b>	<b>Name</b>	<b>Address</b>	
Director	BRUCE W HART	375 E WIND RIVER DR	LAYTON UT 84040
Director	ROBERT F EDWARDS	1739 FOREST VIEW AVE	HILLSBOROUGH CA 94010
President	ROBERT F EDWARDS	1739 FOREST VIEW AVE	HILLSBOROUGH CA 94010
Registered Agent	BRUCE W. HART	3626 PARKWAY BLVD	West Valley City UT 84120
Secretary	BRUCE W. HART	3075 E WIND RIVER DR	LAYTON UT 84040
Treasurer	ROBERT F EDWARDS	1739 FOREST VIEW AVE	HILLSBOROUGH CA 94010
Vice President	BRUCE W. HART	3075 E WIND RIVER DR	LAYTON UT 84040

Additional Principals on file at Division of Corporations: N

[Back to search results](#)[Do Another Search](#)

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**TABBED PAGE**

**6**

**Nations Title Agency of Utah, Inc.  
7090 South Union Park Avenue, Suite 160  
Salt Lake City, Utah 84047**

Prepared For:  
Brian Burnett  
Callister, Nebeker & McCullough  
Gateway Tower East, Suite 900  
10 East South Temple  
Salt Lake City, UT 84133

Effective from April 6, 1953  
to June 15, 2005

<u>Instrument</u>	<u>Recorded</u>	<u>Instrument No.</u>	<u>Book / Page</u>	<u>Grantor</u>	<u>Grantee</u>
Trustee's Deed	April-53	1327684	1003 / 402	Burton P. Peek and Charles Deere Wiman, as surviving Trustees under the Last Will and Testament of Charles H. Deere, deceased	Burton F. Peek, Charles Deere Wiman, Lloyd E. Kennedy and Vincent V. Miller
Warranty Deed	November 17, 1953	1351153	1048 / 2	Burton F. Peek, Charles Deere Wiman, Lloyd E. Kennedy and Vincent V. Miller, Trustees under the Last Will & Testament of Charles H. Deere, deceased and Charles Deere Wiman and John F. Wharton, Trustees under the Last Will & Testament of Dwight Deere Wiman, deceased and Charles Deere Wiman, individually and Pattie Southall Wiman, his wife	A. J. Elggren & Sons Company, a partnership complsed of A. J. Elggren, A. Lewis Elggren, John E. Elggren, William r. Elggren and M. Thirl Marsh
Quit-Claim Deed	January 15, 1962	1822204	1881 / 60	John E. Elggren and Elaine W. Elggren, his wife	A. Lewis Elggren, William H. Elggren and M. Thirl Marsh
Quit-Claim Deed	January 15, 1962	1822205	1881/61	A. J. Elggren, a widower	A. Lewis Elggren, William H. Elggren and M. Thirl Marsh



<u>Instrument</u>		<u>Instrument No.</u>	<u>Book / Page</u>	<u>Grantor</u>	<u>Grantee</u>
Quit-Claim Deed	January 11, 1966	2136282	2449 / 44	M. Thirl Marsh and Mary E. Marsh, his wife	A. J. Elggren & Sons Co., a partnership
Quit-Claim Deed	January 11, 1966	2137283	2449 / 45	William H. Elggren and Irene L. Elggren, his wife	A. J. Elggren & Sons Co., a partnership
Quit-Claim Deed	January 11, 1966	2137284	2449 / 46	A. Lewis Elggren and Mildred P. Elggren, his wife	A. J. Elggren & Sons co., a partnership
Warranty Deed	February-70	2358467	2915 / 999	A. Lewis Elggren and Mildred P. Elggren, his wife and William H. Elggren and Irene L. Elggren, his wife and M. Thirl Marsh	Mary E. Marsh
Warranty Deed	October 27, 1971	2417699	3010 / 687	A. J. Elggren & Sons Co., a partnership	Mary E. Marsh
Quit-Claim Deed	June 3, 1977	2952594	4698 / 687	W. W. Bengtzen and Ramola Bengtzen, his wife, as joint tenants with full rights of survivorship	Artistic Tape and Label Printers, aka Artistic Printers
Quit-Claim Deed	February 19, 1991	5028550	6291 / 1077	Artistic Tape and Label Printers, d/b/a Artistic Printing Company	Ramola Bengtzen
Quit Claim Deed	March 1, 1991	5033210	6294 / 1340	Mary E. Marsh	M. Thirl Marsh and Mary E. Marsh, Trustees or their Successors in Trust, under the M. Thirl Marsh and Mary E. Marsh Loving Trust dated January 18, 1991
Warranty Deed	March 11, 1992	5213390	6422 / 2669	M. Thirl Marsh and Mary E. Marsh, Trustees under the M. Thirl Marsh and Mary E. Marsh Loving Trust	Ramola Bengtzen

VTDI 15-01-129-001-0000	DIST 01H	TOTAL ACRES	0.41
BENGTZEN, RAMOLA	TAX CLASS	UPDATE	REAL ESTATE 683200
		LEGAL	BUILDINGS 500
		PRINT U	TOTAL VALUE 683700

377 W 100 S

SALT LAKE CITY UT	84101129177	EDIT 1	FACTOR BYPASS
LOC: 377 W 100 S	EDIT 1	BOOK 6422	PAGE 2669 DATE 03/16/1992
SUB:			TYPE UNKN PLAT

06/27/2005 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY

COM AT NW COR LOT 5 BLK 66 PLAT A SLC SUR E 123.75 FT S  
176.37 FT M OR L NW'LY ALG CURVE TO RIGHT WITH RADIUS OF  
198.18 FT A DISTANCE OF 151.25 FT N 91.99 FT TO BEG  
6294-1340

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

Recorded  
Request of Basel Taggart Chase  
Fee Paid. Basel Taggart Chase  
Recorder, Salt Lake County, Utah  
Book 1275 Page 462 Rec.  
Wit: Basel Taggart Chase

**TRUSTEES' DEED**

THIS INDENTURE made this 6th day of April, 1953, between BURTON F. PECK and CHARLES DEERE WIMAN, as surviving Trustees under the Last Will and Testament of Charles H. Deere, Deceased, Grantors and First Parties, and BURTON F. PECK, CHARLES DEERE WIMAN, LLOYD E. KENNEDY and VINCENT V. MILLER, as Trustees under the Last Will and Testament of Charles H. Deere, Deceased, as appointed by Decree of the Circuit Court of Rock Island County, Illinois, in Chancery Case No. 52 E 231, and appointed and confirmed by Decree of the Third District Court of Salt Lake County, State of Utah, Probate Division, in the Matter of the Estate of Charles H. Deere, Deceased, Probate No. 5318, entered February 18, 1953, Grantees and Second Parties, WITNESSETH: That

WHEREAS, Charles H. Deere, in and by his Last Will and Testament, did authorize and empower his Executors and Trustees to sell from time to time, on such terms and conditions, and at such price or prices as they should deem advisable, at public or private sale, and to lease, release, exchange, partition, divide and distribute; and to make any and every contract and agreement in relation to each and every part and parcel of his Estate and of the property from time to time held by them in trust under said Will, and in said Will he appointed William Butterworth and Burton F. Peck as Executors and Trustees; and

WHEREAS, said Last Will and Testament and Codicil of said Charles H. Deere have been admitted to probate in the County Court of Rock Island County, Illinois, and Letters Testamentary were issued to said William Butterworth and Burton F. Peck, and said William Butterworth and Burton F. Peck have filed their Final Account and Report as such Executors and have made distribution of the assets as said Trustees under said Last Will and Testament and Codicil of Charles H. Deere, deceased; and

WHEREAS, Charles Deere Wiman and Dwight Deere Wiman, pursuant to the terms of said Last Will and Testament, became associated as Trustees with said Burton F. Peck and William Butterworth; and

WHEREAS, William Butterworth and Dwight Deere Wiman have departed this life and pursuant to said Decree of the Circuit Court of Rock Island County, in said Chancery Case No. 52 E 231 and to the said Decree of the Third District Court of Salt Lake County, Utah, in said Probate Proceeding No. 5318, Lloyd E. Kennedy and Vincent V. Miller have been appointed and confirmed Trustees to act with Burton F. Peck and Charles Deere Wiman, all as equal Co-Trustees under said Last Will and Testament of said Charles H. Deere, Deceased; and

WHEREAS, under said Decrees, said Burton F. Peck and Charles Deere Wiman, as surviving Trustees under the Last Will and Testament of Charles H. Deere, Deceased, were ordered and directed to convey and deliver all of the assets of said Trust to Burton F. Peck, Charles Deere Wiman, Lloyd

STEPHEN B. SHAYTON & LOWE  
ATTORNEYS AT LAW  
SALT LAKE CITY, UTAH

STEPHEN B. SHAYTON & LOWE  
ATTORNEYS AT LAW  
SALT LAKE CITY, UTAH

1913, and the said Charles H. Deere, deceased, by his Last Will and Testament, did authorize and empower his Executors and Trustees, to sell from time to time, on such terms and conditions, and at such price or prices as they should deem advisable, at public or private sale, and to lease, release, exchange, partition, divide and distribute, and to make any and every contract and agreement in relation to each and every part and parcel of his Estate and of the property from time to time held by them in trust under said Will, and in said Will he appointed William Butterworth and Burton F. Peek as Executors and Trustees; and

WHEREAS, said Last Will and Testament and Codicil of said Charles H. Deere have been duly admitted to probate in the County Court of Rock Island County, Illinois, and Letters Testamentary were issued to William Butterworth and Burton F. Peek, and said William Butterworth and Burton F. Peek have filed their Final Account and Report as such Executors and have made distribution to themselves as said Trustees under said Last Will and Testament and Codicil of Charles H. Deere, deceased; and

WHEREAS, Charles Deere Wiman and Dwight Deere Wiman, pursuant to the terms of said Last Will and Testament, became associated as Trustees with said Burton F. Peek and William Butterworth; and

WHEREAS, William Butterworth and Dwight Deere Wiman have departed this life and pursuant to said Decree of the Circuit Court of Rock Island County, in said Chancery Case No. 52 E 231 and to the said Decree of the Third District Court of Salt Lake County, Utah, in said Probate Proceeding No. 5318, Lloyd E. Kennedy and Vincent V. Miller have been appointed and confirmed Trustees to act with Burton F. Peek and Charles Deere Wiman, all as equal Co-Trustees under said Last Will and Testament of said Charles H. Deere, deceased; and

WHEREAS, under said Decrees, said Burton F. Peek and Charles Deere Wiman, as surviving Trustees under the Last Will and Testament of Charles H. Deere, deceased, were ordered and directed to convey and deliver all of the assets of said Trust to Burton F. Peek, Charles Deere Wiman, Lloyd

STATE OF ILLINOIS  
COUNTY OF ROCK ISLAND  
CITY OF ROCK ISLAND  
I, \_\_\_\_\_, Clerk of the County Court, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same is on file in my office.

STATE OF UTAH  
COUNTY OF SALT LAKE  
CITY OF SALT LAKE  
I, \_\_\_\_\_, Clerk of the District Court, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same is on file in my office.

E. Kennedy and Vincent V. Miller as Trustees under the Last Will and Testament of Charles H. Deere, deceased, any property or interests therein which may hereafter have been distributed under the will of Charles H. Deere, deceased, to be conveyed and delivered to such trustees, their successors, assigns or representatives and

WHEREAS, certain fractional interests in the lands described in Paragraph A and hereinafter set out have heretofore been distributed under the Last Will and Testament of Charles H. Deere, deceased, and there remains in said Trust only the fractional interests in Parcel A and B, and the whole of Parcel C, as hereinafter described,

NOV, THEREFORE, in consideration of the premises, and pursuant to said Decrees, we, the said Burton F. Peak and Charles Deere Wiman, in our capacity as surviving Trustees as aforesaid, do hereby GRANT, BARGAIN, SELL and CONVEY to the said Burton F. Peak, Charles Deere Wiman, Lloyd E. Kennedy and Vincent V. Miller, as Trustees of the Last Will and Testament of Charles H. Deere, deceased, the following described real estate situated in Salt Lake County, State of Utah, to-wit:

Parcel A: An undivided fractional interest of 57.255349 per centum in and to a portion of Lots 2 and 3, Block 61, Plat "A", Salt Lake City Survey, particularly described as follows:

beginning at the SW corner of Lot 2, Block 61, Plat "A", Salt Lake City Survey, and running thence North 219.27 feet to a point at which the West end line of Lot 3 of said Block is intersected by a curve drawn parallel to and 8.5 feet SWly from the center line of Railroad spur track; thence SEly along a curve, distant 8.5 feet Southerly from and parallel to the center line of said spur track, having a radius of about 186.82 feet, 98.27 feet more or less to a point which is 4.7 feet North and 82.5 feet East from the SW corner of said Lot 3, Block and Plat aforesaid; thence South 4.7 feet; thence East 82.5 feet; thence South 165 feet; thence West 165 feet to the point of beginning.

Together with trackage rights on said Railroad spur track pursuant to contracts dated August 7, 1907, and December 15, 1910, with the Oregon Short Line Railroad Company.

Parcel B: An undivided fractional interest of 57.255349 per centum in and to a part of Lot 5, Block 66, Plat "A", Salt Lake City Survey particularly described as follows:

beginning at the Northwest corner of Lot 5, Block 66, Plat "A", Salt Lake City Survey and running thence East 123.75 feet; thence South 165 feet; thence East 24.75 feet; thence South 15.2 feet to the center line of railroad spur track; thence Northwesterly along said center line of said spur track on a curve to the right, radius 198.18 feet, 176.66 feet to the West line of said Lot 5; thence North 91.99 feet to the place of beginning.

Together with trackage rights on said spur track pursuant to contract dated November 1, 1928, with the Oregon Short Line Railroad Company.

Parcel C: Also the whole of all other property owned by said Charles H. Deere or the Trustees under his Last Will and

E. Kennedy and Vincent V. Miller, as Trustees, under the Last Will and Testament of Charles H. Deere, deceased, the following property or interests therein, to-wit: the following property distributed under the Last Will and Testament of Charles H. Deere, deceased, be conveyed and transferred to the said Burton F. Peck and his successors, as follows:

WHEREAS, the following described real estate, to-wit: the lands described in the Last Will and Testament of Charles H. Deere, deceased, have heretofore been distributed under the Last Will and Testament of Charles H. Deere, deceased, and the same are now being held in trust by the Trustees of Charles H. Deere, deceased, and the same are being held in trust for the benefit of the said Charles H. Deere, deceased, and the whole of said real estate, to-wit:

NOW, THEREFORE, in consideration of the premises, and pursuant to said Decrees, we, the said Burton F. Peck and Charles Deere Wiman, in our capacity as surviving Trustees as aforesaid, do hereby GRANT, BARGAIN, SELL and CONVEY to the said Burton F. Peck, Charles Deere Wiman, Lloyd E. Kennedy and Vincent V. Miller, as Trustees of the Last Will and Testament of Charles H. Deere, deceased, the following described real estate situated in Salt Lake County, State of Utah, to-wit:

**Parcel A:** An undivided fractional interest of 57.255349 per centum in and to a portion of Lots 2 and 3, Block 61, Plat "A", Salt Lake City Survey, particularly described as follows:

Beginning at the SW corner of Lot 2, Block 61, Plat "A", Salt Lake City Survey, and running thence North 219.27 feet to a point at which the West end line of Lot 3 of said Block is intersected by a curve drawn parallel to and 8.5 feet SWly from the center line of Railroad spur track; thence SEly along a curve, distant 8.5 feet Southerly from and parallel to the center line of said spur track, having a radius of about 186.82 feet, 98.27 feet more or less to a point which is 4.7 feet North and 82.5 feet East from the SW corner of said Lot 3, Block and Plat aforesaid; thence South 4.7 feet; thence East 82.5 feet; thence South 165 feet; thence West 165 feet to the point of beginning.

Together with trackage rights on said railroad spur track pursuant to contracts dated August 7, 1907, and December 15, 1910, with the Oregon Short Line Railroad Company.

**Parcel B:** An undivided fractional interest of 57.255349 per centum in and to a part of Lot 5, Block 66, Plat "A", Salt Lake City Survey particularly described as follows:

Beginning at the Northwest corner of Lot 5, Block 66, Plat "A", Salt Lake City Survey and running thence East 123.75 feet; thence South 165 feet; thence East 24.75 feet; thence South 15.2 feet to the center line of railroad spur track; thence Northwesterly along said center line of said spur track on a curve to the right, radius 198.18 feet, 176.66 feet to the West line of said Lot 5; thence North 91.99 feet to the place of beginning.

Together with trackage rights on said spur track pursuant to contract dated November 1, 1928, with the Oregon Short Line Railroad Company.

**Parcel C:** Also the whole of all other property owned by said Charles H. Deere or the Trustees under his Last Will and

...of the said ...  
successors and assigns.

...of the said ...  
surviving Trustees ...  
seals the day and year first above written.

*Handwritten signature*

*Handwritten signature: Charles Deere Wiman*

As Surviving Trustees under the Last  
Will and Testament of Charles H.  
Deere, deceased.

STATE OF ILLINOIS )  
COUNTY OF ROCK ISLAND ) ss.

On this 6th day of April, 1953, personally  
appeared before me Burton F. Peek and Charles Deere Wiman, surviving  
Trustees under the Last Will and Testament of Charles H. Deere,  
deceased, the signers of the foregoing instrument, who duly  
acknowledged to me that they executed the same as such Trustees.

*Handwritten signature: Rosemary Hard*  
Notary Public,

Residing at: *Handwritten address*



Commission expires:  
April 19, 1955

3/24/9



1351153

Recorded NOV 17 1953  
 Request of STEPHEN BRATTON & LOUIE  
 Fee Paid: \$10.00  
 Recorder, Salt Lake County, Utah  
 Book 1048 Page 2 Ref.

WALKER BANK BLDG.

WARRANTY DEED

BURTON F. PEEK, CHARLES DEERE WIMAN, LLOYD E. KENNEDY and VINCENT V. MILLER, Trustees under the Last Will and Testament of Charles H. Deere, Deceased, CHARLES DEERE WIMAN and JOHN F. WHARTON, Trustees under the Last Will and Testament of Dwight Deere Wiman, Deceased, and CHARLES DEERE WIMAN, individually, and PATTIE SOUTHALE WIMAN, his wife, GRANTORS, hereby CONVEY and WARRANT to A. J. ELGGREN & SONS COMPANY, a partnership composed of A. J. Elggren, A. Lewis Elggren, John E. Elggren, William H. Elggren and M. Thirl Marsh, all of Salt Lake City, Utah, GRANTEE, FOR the sum of TEN DOLLARS, and other good and valuable considerations, the following described tract of land in Salt Lake County, State of Utah, to-wit:

Beginning at the Northwest corner of Lot 5, Block 66, Plat "A", Salt Lake City Survey, and running thence East 123.75 feet; thence South 176.37 feet, more or less, to the railroad spur track; thence Northwesterly along said spur track on a curve to the right, radius 198.18 feet, 151.25 feet to the West line of said Lot 5; thence North 91.99 feet to the place of beginning.

Together with trackage rights on said spur track pursuant to Contract of November 1, 1928 with the O.S.L.R.R. Co., and all plumbing, heating and other fixtures in said premises except three overhead heaters for which Grantee is to make settlement with H. J. Heinz Company at expiration of present Lease.

Grantors, Trustees under the Will of Charles H. Deere, Deceased, make this conveyance to Grantee by authority of the Will of Charles H. Deere, Deceased, recorded in Book "12-N" of Deeds, pages 344-349, the Decree of Distribution in his estate, recorded in Book "12-N", page 290, the Order and Decree Appointing and Confirming New Trustees recorded in Book 988, page 399, and Deed to them from the surviving Trustees recorded in Book 1003, page 402; the Grantors, Trustees under the Will of Dwight Deere Wiman, Deceased, by authority of said instruments, his Will, the Decree of Distribution in his estate and Deed to them from the surviving Trustees of Charles H. Deere, Deceased, recorded in Book 1003, page 399; and the Grantors, Charles Deere Wiman and wife, by authority of said instruments first above referred to and Deed to him from the surviving Trustees of Charles H. Deere, Deceased, recorded in Book 1003, page 396, all in the records of the County Recorder of Salt Lake County, Utah.

WITNESS, the hands of said grantors, this 1st day of November 1953.

Signed in the Presence of:

Theresa L. Schote

George F. Schuman

Burton F. Peek  
 (Burton F. Peek)

Charles Deere Wiman  
 (Charles Deere Wiman)

Lloyd E. Kennedy  
 (Lloyd E. Kennedy)

Vincent V. Miller  
 (Vincent V. Miller)

Trustees under the Last Will and Testament of Charles H. Deere, Deceased.

STEPHEN BRATTON & LOUIE  
 ATTORNEYS AND COUNSELLORS  
 SALT LAKE CITY, UTAH

James F. Sobota  
as to Charles Deere Wiman  
Margaret Rochlin  
as to John F. Wharton

Charles Deere Wiman  
(Charles Deere Wiman)  
John F. Wharton  
(John F. Wharton)  
Trustees under the Last Will and  
Testament of Dwight Deere Wiman,  
Deceased.

James F. Sobota

Charles Deere Wiman  
(Charles Deere Wiman)  
Pattie Southall Wiman  
(Pattie Southall Wiman)

STATE OF ILLINOIS )  
COUNTY OF ROCK ISLAND ) ss.

On this 2 day of November, 1953, personally  
appeared before me Burton F. Peek, Charles Deere Wiman, Lloyd E.  
Kennedy and Vincent V. Miller, the Trustees under the Last Will and  
Testament of Charles H. Deere, Deceased, the signers of the fore-  
going instrument and duly acknowledged to me that they executed the  
same as such Trustees.



My commission expires:  
July 19, 1955

Rosemary Stark  
Notary Public,  
Residing at: Moline, Illinois

STATE OF ILLINOIS )  
COUNTY OF ROCK ISLAND ) ss.

On this 2 day of November, 1953, personally  
appeared before me Charles Deere Wiman, one of the Trustees under  
the Last Will and Testament of Dwight Deere Wiman, deceased, and  
one of the signers of the foregoing instrument and duly acknowledged  
that he executed the same as such Trustee.



My commission expires:  
July 19, 1955

Rosemary Stark  
Notary Public,  
Residing at: Moline, Illinois

STATE OF NEW YORK )  
County of Westchester ) ss.

On this 4th day of November, 1953, personally  
appeared before me John F. Wharton, one of the Trustees under the  
Last Will and Testament of Dwight Deere Wiman, Deceased, and one  
of the signers of the foregoing instrument and duly acknowledged to  
me that he executed the same as such Trustee.



My commission expires:  
March 30, 1955

Edna Leeds  
Notary Public,  
Residing at: New Hyde Park, N.Y.

Residing at: McLean, Virginia

Blank

1862094  
Recorded at Request of John E. Elggren  
at 314 M. Ave. Box 4 200 NEELIE M. JACK, Recorder, Salt Lake County, Utah  
by R. J. [Signature] Dep. Book Page Ref.  
Mail can notice to \_\_\_\_\_ Address 1311 Walker, Blk

# QUIT-CLAIM DEED

JOHN E. ELGGREN and BLAINE W. ELGGREN, his wife,

of Centerville, County of Davis, State of Utah, hereby  
QUIT-CLAIM to

A. LEWIS ELGGREN, WILLIAM H. ELGGREN and M. THERL MARSH,

of Salt Lake City, Utah, for the sum of  
----- TEN ----- DOLLARS,

and other good and valuable consideration,  
the following described tract of land in Salt Lake County,  
State of Utah:

Beginning at the Northwest corner of Lot 5, Block 66, Plat "A", Salt Lake City Survey, and running thence East 123.75 feet; thence South 176.37 feet, more or less, to the railroad spur track; thence North-westerly along said spur track on a curve to the right, radius 198.18 feet, 151.25 feet to the West line of said Lot 5; thence North 91.99 feet to the place of beginning.

Together with trackage rights on said spur track pursuant to Contract of November 1, 1928 with the O.S.L.R.R. Co., and all plumbing, heating and other fixtures in said premises except three overhead heaters for which Grantee is to make settlement with H. J. Heinz Company at expiration of present lease.

Witness the hand of said grantor, this 12th day of October, A. D. one thousand nine hundred and sixty-one.

Signed in the presence of

John E. Elggren  
Blaine W. Elggren

STATE OF UTAH,  
County of Salt Lake }

On the 12th day of October, A. D. one thousand nine hundred and sixty-one, personally appeared before me  
JOHN E. ELGGREN and BLAINE W. ELGGREN, his wife,

the signers of the foregoing instrument, who duly acknowledge to me that they executed the same.

NOTARY PUBLIC  
My commission expires  
April 5, 1963  
FEB 1963

Samuel [Signature]  
Notary Public  
Address: Samuel [Signature]

1622205

RECORDED IN PUBLIC RECORDS

JAN 15 1962

Recorded at Request of *A. J. Elggren*  
 on *3/15/62* by *A. J. Elggren* Notary Public, Salt Lake County, Utah  
 by *A. J. Elggren* Notary Public, Salt Lake County, Utah  
 Mail notice to \_\_\_\_\_ Address \_\_\_\_\_  
 1311 Water, Bk -

## QUIT-CLAIM DEED

A. J. ELGGREN, a widower,  
 of Salt Lake City, County of Salt Lake, State of Utah, hereby  
 QUIT-CLAIM to

A. LEWIS ELGGREN, WILLIAM H. ELGGREN and M. THRL  
 MARSH,

of Salt Lake City, Utah  
 ----- TEN -----  
 and other good and valuable consideration, for the sum of  
 the following described tract of land in Salt Lake County,  
 State of Utah:

Beginning at the Northwest corner of Lot 5, Block 66, Plat "A", Salt  
 Lake City Survey, and running thence East 123.75 feet; thence South  
 176.37 feet, more or less, to the railroad spur track; thence North-  
 westerly along said spur track on a curve to the right, radius 198.18  
 feet, 151.25 feet to the West line of said Lot 5; thence North 91.99  
 feet to the place of beginning.

Together with trackage rights on said spur track pursuant to Con-  
 tract of November 1, 1928 with the Q. S. L. R. R. Co., and all  
 plumbing, heating and other fixtures in said premises except three  
 overhead heaters for which Grantee is to make settlement with  
 H. J. Heinz Company at expiration of present lease.

Witness the hand of said grantor, this 12<sup>th</sup> day of  
 October, A. D. one thousand nine hundred and sixty-one.

Signed in the presence of

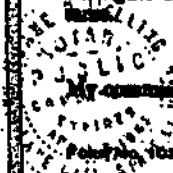
STATE OF UTAH,

County of SALT LAKE

On the 12<sup>th</sup> day of October, A. D. one  
 thousand nine hundred and sixty-one, personally appeared before me

A. J. ELGGREN, a widower,

the signer of the foregoing instrument, who duly acknowledge to me that he executed the



My commission expires

April 2, 1963

Address:

Bountiful, Utah

Notary Public

*A. J. Elggren*

Recorded in Register of DEEDS and MORTGAGES in  
2000 JAN 31 1966  
by *M. Thirl Marsh* Tax. Salt Lake  
Mail my notice to \_\_\_\_\_ Address \_\_\_\_\_

## QUIT-CLAIM DEED

M. Thirl Marsh & Mary E. Marsh, his wife  
of Salt Lake City, County of Salt Lake, State of Utah, grantors  
QUIT-CLAIM to  
A. J. Elggren & Sons Co., A Partnership

of Salt Lake City, Salt Lake County, State of Utah for the sum of  
\*\*\*\*\* Ten (\$10.00) \*\*\*\*\* DOLLARS,  
the following described tract of land in Salt Lake County,  
State of Utah:

Beginning at the Northwest corner of Lot 5, Block 66, Plat A, Salt Lake  
City Survey, and running thence East 123.75 ft.; thence South 176.37 ft., more  
or less, to the Railroad spur track; thence Northwesterly along said spur  
track on a curve to the right, radius 188.18 ft., 151.25 ft. to West line of  
said Lot 5; thence North 91.99 ft. to place of beginning.

Together with trackage rights on said spur track pursuant to contract  
of November 1, 1928 with the O.S.L. R.R. Co.

Witness the hand of said grantors, this 7th day of  
January, A. D. one thousand nine hundred and sixty-six

Signed in the presence of

*Arlene Shaw* } *Mary E. Marsh*  
*Zella Jeanne Jensen* } *M. Thirl Marsh*

STATE OF UTAH, }  
County of Salt Lake }

On the 7th day of January, A. D. one thousand nine hundred and sixty-six  
& Mary E. Marsh, his wife.

personally appeared before me M. Thirl Marsh

and acknowledged the foregoing instrument, who duly acknowledge to me that they executed the



*M. Thirl Marsh*  
Notary Public.

Address Salt Lake City, Utah





2137284

JAN 10 1966

Recorded at Request of \_\_\_\_\_  
 2148 2.00 \_\_\_\_\_  
 by \_\_\_\_\_  
 Mailed on \_\_\_\_\_ to \_\_\_\_\_

## QUIT-CLAIM DEED

A. Lewis Elggren & Mildred P. Elggren, his wife  
 of Salt Lake City, County of Salt Lake, State of Utah, grantors  
 QUIT-CLAIM to  
 A. J. Elggren & Sons Co., A Partnership

of Salt Lake City, Salt Lake County, State of Utah  
 \*\*\*\*\* Ten (\$10.00) \*\*\*\*\* for the sum of  
 DOLLARS

the following described tract of land in Salt Lake County,  
 State of Utah:

Beginning at the Northwest corner of Lot 5, Block 88, Plat A, Salt Lake City Survey, and running thence East 123.75 ft.; thence South 176.37 ft., more or less, to the Railroad spur track; thence Northwest along said spur track on a curve to the right, radius 198.18 ft., 151.35 ft. to West line of said Lot 5; thence North 91.99 ft. to place of beginning.

Together with trackage rights on said spur track pursuant to contract of November 1, 1928 with the O.S.L. R.R. Co.

Witness the hand of said grantors, this 7th day of January, A. D. one thousand nine hundred and sixty-six

Signed in the presence of

Arline Shaw

Bella Jane Shaw

STATE OF UTAH,

County of Salt Lake

On the 7th day of January, A. D. one thousand nine hundred and sixty-six, personally appeared before me A. Lewis Elggren & Mildred P. Elggren, his wife.

the signers of the foregoing instrument, who duly acknowledge to me that they executed the

PUBLIC  
 COMMISSIONER

My commission expires April 10, 1967

Address: Salt Lake City, Utah

Recorded at Request of BACKMAN BACKMAN & CO.

at 3:12 PM on February 11, 1970

by William E. Elggren Dep. Book Page Not.

Mail tax notice to Address

2358467

## WARRANTY DEED

A. LEWIS ELGGREN and MILDRED P. ELGGREN, his wife, WILLIAM E. ELGGREN and  
IRENE L. ELGGREN, his wife, and M. THIRL MARSH  
of Salt Lake City, COUNTY of Salt Lake, State of Utah, hereby  
CONVEY and WARRANT to MARY T. MARSH

of  
TEN and No/100 (\$10.00) - - - - - DOLLARS,  
and other good and valuable consideration  
the following described tract of land in Salt Lake County,  
State of Utah:

Beginning at the Northwest corner of Lot 5, Block 66, Plat "A",  
Salt Lake City Survey, and running thence East 123.74 feet;  
thence South 175.37 feet, more or less, to the railroad spur  
track; thence Northwest along said spur track on a curve  
to the right, radius 198.18 feet, 151.25 feet to West line of  
said Lot 5; thence North 91.89 feet to the place of beginning.

Together with trackage rights on said spur tract pursuant to  
contract of November 1, 1928, with the O.S.L.R.R. Co.

Subject to a Renewal Mortgage in favor of Beneficial Life  
Insurance Company dated January 6, 1966, and recorded January 11,  
1966, in Book 2419, Page 47, Entry No. 2137285, Official Records.

WITNESS, the hands of said grantors, this 1st day of  
February, A. D. 1970.

Signed in the Presence of

STATE OF UTAH,

County of Salt Lake,

On the 1st day of February, A. D. 1970,  
personally appeared before me A. Lewis Elggren and Mildred P. Elggren, his wife,  
William E. Elggren and Irene L. Elggren, his wife, and M. Thirl Marsh,  
the signers of the within instrument, who duly acknowledged to me that they executed the  
same.



A. Lewis Elggren  
Notary Public.

My commission expires 1-27-73 Residing in Salt Lake City, Utah

BOOK 2915 PAGE 939

Recorded at Request of

AMERICAN TRUST AND SAVINGS CO.

10-15-1971

at 1:39 P. M. Fee Paid \$ 7.00

ARADIAN MARTIN, Salt Lake County Recorder

by

Doc. Book

Page

Ref.

Mail tax notice to

Address

2417699

## WARRANTY DEED

A. J. ELGGREN & SONS CO., a partnership,  
of Salt Lake City, County of Salt Lake  
CONVEY and WARRANT to MARY E. MARSH

grantor  
State of Utah, hereby

of Salt Lake

TSN and No/100 (\$10.00)

grantee  
for the sum of  
DOLLARS,

and other good and valuable consideration  
the following described tract of land in Salt Lake  
State of Utah:

County,

Beginning at the Northwest corner of T- 5, Block 66, Plat "A",  
Salt Lake City Survey, and running thence East 123.75 feet;  
thence South 176.37 feet, more or less, to the railroad spur  
track; thence Northwesterly along said spur track on a curve  
to the right, radius 198.18 feet, 151.25 feet to West line of  
said Lot 5; thence North 91.99 feet to the place of beginning.

Together with trackage rights on said spur tract pursuant to  
contract of November 1, 1928, with the O.S.L.R.R. Co.

Subject to a Renewal Mortgage in favor of Beneficial Life  
Insurance Company dated January 6, 1966, and recorded January  
11, 1966, in Book 2419, Page 47, Entry No. 2137285, Official Records.

WITNESS, the hand of said grantor, this 22nd  
October, A. D. 1971

day of

A. J. ELGGREN & SONS CO.

Signed in the Presence of

by

Partner

STATE OF UTAH,

County of Salt Lake

ss.

On the 22nd day of October  
personally appeared before me M. THIEL MARSH

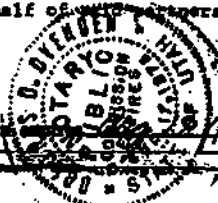
, A. D. 19 71

the signer of the within instrument, who duly acknowledged to me that he executed the  
same on behalf of said partnership.

My commission expires

Residing in

Notary Public.



BOOKED BY 687

Recorded at Request of JOHN FOUNT & CO.

JUN 3 1977

12.04 P.M. Fee Paid \$ 4.00

Kathie L. Olson, Salt Lake County Recorder

by John Fount Dep. Book \_\_\_\_\_ Page \_\_\_\_\_ Ref. \_\_\_\_\_

Mail tax notice to \_\_\_\_\_ Address 220 So. 210 East Suite 204

84111

## 2952594 QUIT-CLAIM DEED

W. W. Bengtzen and Ramola Bengtzen,  
his wife, as joint tenants with full rights of survivorship grantor  
of Salt Lake City, County of Salt Lake, State of Utah, hereby  
QUIT-CLAIM to  
Artistic Tape and Label Printers, aka Artistic Printers

Salt Lake City, Utah grantee  
of for the sum of  
Ten dollars and other good and valuable consideration DOLLARS,  
the following described tract of land in Salt Lake County,  
State of Utah:

BEGINNING at the Northwest corner of Lot 5, Block 66,  
Plat "A", Salt Lake City Survey, and running thence  
East 123.75 feet; thence South 176.37 feet, more or less,  
to the railroad spur track, thence Northwesterly along  
said spur track on a curve to the right, radius 198.18  
feet, 151.25 feet to the West line of said Lot 5; thence  
North 91.99 feet to the place of beginning.

Subject to and together with a lease to Upholstery Supply  
Company

Witness the hand of said grantors, this 31st  
December, A. D. one thousand nine hundred and seventy six day of

Signed in the presence of

Nancy Brown

W. W. Bengtzen  
Ramola Bengtzen

STATE OF UTAH, }  
County of SALT LAKE }

On the 31<sup>st</sup>  
thousand nine hundred and 76

day of December  
personally appeared before me

A. D. one

W. W. BENGTZEN and RAMOLA BENGTZEN  
the signer of the foregoing instrument, who duly acknowledge to me that they executed the  
same.

My commission expires 12/7/80

Address: 220 South 210 East



5028550

Recorded at Request of Ramola Bengtzen, c/o 377 West 100 South  
Salt Lake City, Utah 84101  
at M. Fee Paid \$ TIA: 49147  
by Dep. Book Page Ref.  
c/o 377 West 100 South  
Mail tax notice to Ramola Bengtzen Address Salt Lake City, Utah 84101

## QUIT-CLAIM DEED

[CORPORATE FORM]

ARTISTIC TAPE AND LABEL PRINTERS, d/b/a/ ARTISTIC PRINTING COMPANY a corporation  
organized and existing under the laws of the State of Utah, with its principal office at  
Salt Lake City, of County of Salt Lake, State of Utah,  
grantor, hereby QUIT CLAIMS to RAMOLA BENGTZEN

of Salt Lake City and County, Utah  
TEN AND NO/100-----

grantee  
for the sum of  
----- DOLLARS,

the following described tract of land in Salt Lake County,  
State of Utah:

Beginning at the Northwest corner of Lot 5, Block 66, Plat "A", Salt  
Lake City Survey, and running thence East 123.75 feet; thence South  
176.37 feet, more or less, to the railroad spur track; thence North-  
westerly along said spur track on a curve to the right, radius 198.8  
feet, 151.25 feet to West line of said Lot 5; thence North 91.99 feet  
to the place of beginning.

Together with trackage rights on said spur tract pursuant to contract  
of November 1, 1928, with the U.S.L.R.R. CO.

5028550  
14 FEBRUARY 91 10:02 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
TITLE INSURANCE AGENCY  
REC BY: DOROTHY SINFELD, DEPUTY

The officers who sign this deed hereby certify that this deed and the transfer represented  
thereby was duly authorized under a resolution duly adopted by the board of directors of the  
grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed  
by its duly authorized officers this 15th day of February, A. D. 1991

Attest:  
Richard Bengtzen  
Secretary.

[CORPORATE SEAL]

ARTISTIC TAPE AND LABEL PRINTERS  
d/b/a ARTISTIC PRINTING Company

By Wilford W. Bengtzen, Jr.  
President.

STATE OF UTAH,  
County of Salt Lake

On the 15th day of February, A. D. 1991  
personally appeared before me Wilford W. Bengtzen, Jr. and Richard Bengtzen  
who being by me duly sworn did say, each for himself, that he, the said Wilford W. Bengtzen, Jr.,  
is the president, and he, the said Richard Bengtzen is the secretary  
of Artistic Tape and Label Printers d/b/a Company, and that the within and foregoing  
instrument was signed in behalf of said corporation by authority of a resolution of its board of  
directors and said Wilford W. Bengtzen, Jr. and Richard Bengtzen  
each duly acknowledged to me that said corporation executed the same and that the seal affixed  
is the seal of said corporation.

Philip C. Pugh  
Notary Public.

My commission expires 2/2/92 My residence is Salt Lake City, Utah

EX 6291761077

5033210

AFTER RECORDING MAIL TO:

M. Thirl Marsh  
900 Dennis Way  
SLC, UT 84018

BCM File #: 6500

5033210  
 01 MARCH 91 12:04 PM  
 KATIE L. DIXON  
 RECORDER, SALT LAKE COUNTY, UTAH  
 BACKMAN-STEWART TITLE SERVICES  
 REC BY: REBECCA GRAY, DEPUTY

**QUIT CLAIM DEED**

MARY E. MARSH, Grantor of Salt Lake, State of Utah, hereby QUIT-CLAIM to M. THIRL MARSH and MARY E. MARSH, Trustees, or their Successors in Trust, under the M. THIRL MARSH and MARY E. MARSH LOVING TRUST dated January 18, 1991, and any amendments thereto, Grantees, of Salt Lake, State of Utah, for the sum of Ten and No/100 Dollars, and for other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:

BEGINNING at the Northwest corner of Lot 5, Block 66, Plat "A", SALT LAKE CITY SURVEY, and running thence East 123.75 feet; thence South 176.37 feet, more or less, to the railroad spur track, thence Northwesterly along said spur track on a curve to the right, radius 198.18 feet, 151.25 feet to the West line of said Lot 5; thence North 91.99 feet to the place of BEGINNING.

WITNESS the hand of said grantor, his 15 day of FEBRUARY, 1991.

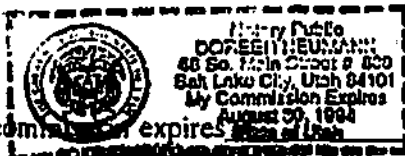
Mary E. Marsh  
 MARY E. MARSH

STATE OF UTAH )

:ss

County of Salt Lake)

On the 15 day of FEBRUARY, personally appeared before me MARY E. MARSH, signer of the within instrument, who duly acknowledged to me that she executed the same.



My commission expires August 29, 1994

Doreen Neumann  
 NOTARY PUBLIC

Residing at

SLC, UT

ACCOMMODATION: # \_\_\_\_\_  
 Backman-Stewart Title makes no representation as to condition of title or assumes responsibility for validity, sufficiency, and effect of document on properly.

BK6294PG1340

5213390

## WHEN RECORDED MAIL TO:

Ramola Bengtzen  
377 West 100 South  
Salt Lake City, Utah 84101  
TIA: 49147

5213390  
11 MARCH 92 08:51 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
TITLE INSURANCE AGENCY  
REC BY: SHARON WEST, DEPUTY

WARRANTY DEED

M. THIRL MARSH and MARY E. MARSH, TRUSTEES under the M. THIRL MARSH and MARY E. MARSH LOVING TRUST, grantors, of Salt Lake City, County of Salt Lake, State of Utah, hereby CONVEY and WARRANT to RAMOLA BENGTZEN, grantee, of Salt Lake City, County of Salt Lake, State of Utah, for the sum of Ten and No/100 Dollars, and for other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:

Beginning at the Northwest corner of Lot 5, Block 66, Plat "A", Salt Lake City Survey, and running thence East 123.75 feet; thence South 176.37 feet, more or less, to the railroad spur track, thence Northwesterly along said spur track on a curve to the right, radius 198.18 feet, 151.25 feet to the West line of said Lot 5; thence North 91.99 feet to the place of beginning..

SUBJECT TO all taxes and assessments against the property for the year 1973 and thereafter, to all claims, liens and interests against the property arising from and after April 30, 1973, to the Salt Lake City Zoning Ordinance and the charges and assessments of the Utah Water Conservancy District and to any interest of W. W. Bengtzen.

WITNESS the hand of said grantor, this 10th <sup>March</sup> day of ~~February~~ A.D. 1992.

M. Thirl Marsh

M. THIRL MARSH

Mary E. Marsh

MARY E. MARSH

TRUSTEES under the M. THIRL MARSH  
and MARY E. MARSH LOVING TRUST

STATE OF UTAH )  
County of Salt Lake)

On the 10th <sup>March</sup> day of ~~February~~, 1992, personally appeared before me M. THIRL MARSH and MARY E. MARSH, signers of the within instrument, who duly acknowledged to me that they executed the same as TRUSTEES under the M. THIRL MARSH and MARY E. MARSH LOVING TRUST.

[Signature]  
NOTARY PUBLIC



BK6422P62669





**TABBED PAGE**

**7**



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Business.utah.gov

Search Utah.gov

Utah Department of  
Commerce

## Business Entity Search

[? Help](#)

Name	Type	City	Status
ARTISTIC PRINTING COMPANY	DBA	SALT LAKE CITY	Active

Business Name:	ARTISTIC PRINTING COMPANY
Entity Number:	2454805-0150
Registration Date:	05/18/1999
State of Origin:	UT

## Address

377 W 100 S  
SALT LAKE CITY, UT 84101

## Status

Status:	Active
Status Description:	Good Standing
This Status Date:	N/A
Last Renewed:	04/26/2005
License Type:	DBA
Delinquent Date:	05/18/2008

## Registered Agent

Registered Agent:	BILL BENGTZEN JR
Address Line 1:	3577 E 8620 S
Address Line 2:	
City:	SALT LAKE CITY
State:	UT
Zip:	84121

## Additional Information

NAICS Code:	3231
NAICS Title:	3231-Printing and Related Support Activi

With this information, you can...

[Purchase Certificate of Existence](#)

If you would like to purchase a Certificate of Existence for this business entity, select the button to the left. You will be assessed a \$ 12.00 fee for this service. You will need Adobe Reader to view this certificate. If you do not have Adobe Reader, click on the button below and download it.

[Access Principal Information](#)

If you would like to receive information on the principal individuals associated with this entity, click the button on the left. You will be assessed a \$ 1.00 fee for this information.

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Utah Department of  
Commerce

# Business Entity Search

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## Business Entity Search - Principals:

Name	Type	City	Status
ARTISTIC PRINTING COMPANY	DBA	SALT LAKE CITY	Active
Position	Name	Address	
Applicant	ARTISTIC TAPE AND LABEL	unknown address	NA 00000
Applicant	PRINTERS	unknown address	NA 00000
Registered Agent	BILL BENG TZEN JR	3577 E 8620 S	SALT LAKE CITY UT 84121

Additional Principals on file at Division of Corporations: N

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Commerce**Business Entity Search**[? Help](#)

Name	Type	City	Status
ARTISTIC TAPE AND LABEL PRINTERS	Corporation	SALT LAKE CITY	Active

Business Name:	ARTISTIC TAPE AND LABEL PRINTERS
Entity Number:	579615-0142
Registration Date:	10/08/1959
State of Origin:	UT

**Address**

377 W 100 S  
SALT LAKE CITY, UT 84101

**Status**

Status:	Active
Status Description:	Good Standing
This Status Date:	N/A
Last Renewed:	08/02/2005
License Type:	Corporation - Domestic - Profit
Delinquent Date:	10/08/2006

**Registered Agent**

Registered Agent:	WILFORD W. BENGTZEN, JR/PD
Address Line 1:	377 W 100 S
Address Line 2:	
City:	SALT LAKE CITY
State:	UT
Zip:	84101

**Additional Information**

NAICS Code:	3231
NAICS Title:	3231-Printing and Related Support Activi
Stock Class 1 Amount:	0000030000
Stock Class 1 Type:	COMMON
Stock Class 2 Amount:	0000000000

With this information, you can...

**Purchase Certificate of Existence**

If you would like to purchase a Certificate of Existence for this business entity, select the button to the left. You will be assessed a \$ 12.00 fee for this service. You will need Adobe Reader to view this certificate. If you do not have Adobe Reader, click on the button below and download it.

**Access Principal Information**

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Utah Department of  
Commerce**Business Entity Search**[?Help](#)**Business Entity Search - Principals:**

Name	Type	City	Status
ARTISTIC TAPE AND LABEL PRINTERS	Corporation	SALT LAKE CITY	Active
Position	Name	Address	
Director	KENNETH CHRISTOPHERSON	6261 CORAL DRIVE	SALT LAKE CITY UT 84123
Director	RICHARD O BENG TZEN	38 E SUNRISE WAY	FARMINGTON UT 84025
Director	WILFORD W BENG TZEN	3577 E 8620 S	SALT LAKE CITY UT 84121
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Additional Principals on file at Division of Corporations: N

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